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# THE
# TRAVANCORE
# CO-OPERATIVE MANUAL

BY

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| *Page.* | *Para.* | *Line.* | |
|---|---|---|---|
| 2 | 4 | 2 | *Read* shifted *for* shifts. |
| 3 | 7 | 3 | *Read* rent farmer *for* rent farmers. |
| 5 | 18 | 3 | *Read* might *for* may. |
| 7 | 24 | 19 | *Add* ' is ' *before* giving. |
| 7 | 25 | 9 | *Omit* ' as ' |
| 8 | 27 | 8 | *Read* profits *for* profts. |
| 8 | 27 | 12 | *Omit* ' solitary ' |
| 11 | 39 | 4 | *Omit* ' in ' |
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| 30 | 89 | 9 | *Read* amount *for* figure. |
| 32 | 92 | 9 | *Read* to *for* on. |
| 37 | 103 | 5 | *Read* as well as *for* as also |
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| | | 13 | *Omit* ' whether '. |
| | | 13 | *Read* being *for* is. |
| 43 | 125 | 7 | *Read* borrower *for* borrowers. |
| | 126 | 7 | *Read* it *for* the Society. |
| 45 | 129 | 14 | *Add* of *after* approved. |
| 46 | 131 | 12 | *Omit* in numbers. |
| 46 | 131 | 18 | *Add* those of the *after* than. |
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| 55 | 156 | 7 | *Read* into *for* in |
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| 122 | 283 | 3 | *Read* might *for* may. |
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THE

# TRAVANCORE CO-OPERATIVE MANUAL.

## CHAPTER I.

### Introductory.

i

#### FOUNDATION OF THE CO-OPERATIVE MOVEMENT.

The concept of collective action towards the attainment of some common end found its origin in the co-operative Savings and Buildings Loan Associations of England in early nineteenth century. These Associations had such a rapid growth that in fifty years' time they spread throughout Europe and America. But their popularity in numbers gave it no new form and co-operative development was destined to find its course through different lines.

2. The force behind the development of the Co-operative idea was the Industrial Revolution. The Industrial Revolution, largely because of the rapidity with which the changes occured, brought poverty and distress into thousands of homes and created conditions which can only be described with truth as chaotic. The rich became more and more rich; the poor became more and more poor and were driven almost to desperation. These conditions stimulated the demand for political, industrial and social reform and created diverse theories of social re-construction. Some theorised individualism, some others preached communism and a third group set up the device of labour unions for joint action. But all these theories did not alleviate the distress caused by usury and profiteering. It was an effort to allay these horrors that brought into prominence, Robert Owen, the man who was destined to become both the first modern Socialist and the first important contributor towards the development of the co-operative syndicate. We owe both the word "Socialism" and the phrase "Co-operative Movement" to Robert Owen. In the early stages, the ideas conveyed by both these words were closely akin. The basic conception of the Co-operative movement, as distinguished from the branches of the Owenite stem, was the voluntary combination of individuals into associations for producing, buying and selling, for mutual aid and for the education of their children. These associations were to form the nuclei of a new social life amidst the stresses of the old. They were to succeed and multiply and coalesce at last into a new human society. Socialist thought moved away from this idea in the direction of Communism and Fabianism. The Co-operative Movement, on the other

G. P. T. 61—500—8-8-1116.

hand, seeking to "crystallise" a new world out of the current disorderly liquefaction of the old social order, narrowed down to small voluntary associations.

3. For some decades, the history of co-operation was one of experiments, for the most part unsuccessful. But the idea persisted. Fresh attempts were made and the first attempt that succeeded was that of the historic 'Rochdale Pioneers'. The Store started by those twenty-eight poor but enthusiastic weavers in 1844 became the beginning of a big movement, destined in later times to serve the needs of the many. Today, their activities have assumed the comprehensive name of "Consumers' Co-operation" "invading the sphere of factory industries on the one hand and the agricultural industry on the other and commanding to some extent even the means of transport".

4. After the appearance of the Co-operative Store, the history of the development of co-operation shifts from England to France. France had already served as the birthplace of the Friendly Society, the first among the modern organisations of co-operative finance. Industrial idealists like Fourier, Buchez, Pierre Joseph, Proudhon and their followers did much to popularise the idea of co-operative production in France. Their activities took the form of colonies or communities and of shops styled later as "self-governing workshops". These failed after a brief spell of success. The French Government helped them liberally by subsidies, purchases and munificent loans. But the large majority of them failed and with them, the development of Producers' Co-operation received a substantial check. These failures did more than anything else to make improbable in France any prompt development of real co-operation.

5. The important year of general unrest—1848—saw the formation of the first true Credit Union in Belgium. M. Francois Haeck started and popularised Credit Societies. But indiscriminate admission of members and monopolisation by the rich destroyed their utility. The Belgians soon had to give up to the Germans, the honour of being the practical founders of modern Co-operative Banking. Germany is the parent country of Co-operative Banking and the pioneers there of the town and country banks respectively were Herr Schulze, Mayor of Delitzsch and Herr Raiffeisen, burgomaster of a few group of villages round Neuwied. These two systems of Urban and Rural Co-operative Banking developed in many forms benefiting the agriculturists in several ways. The town bank became a medium for benefiting the artisans and small traders and the rural society gradually extended its activities to cover almost all the economic requirements of the agriculturists. Rural co-operation thus assumed the comprehensive name of Agricultural Co-operation spreading itself in almost all the western countries in Europe.

6. Organisation of Animal husbandry on co-operative lines was devised by Denmark. It proved to the world that, through co-operation poor people of a poor land can achieve not only competence but also

wealth. With the help of the cow, the pig and the hen, co-operation in Denmark has created a most thriving peasantry in the whole of Europe.

7. Italy's contribution to co-operative development was through its Farming and Labour Societies. Co-operative Farming Societies eliminated the middleman rent-farmers and the labour societies the middleman contractor.

8. Thus, Europe applied the principles of the co-operative movement to all aspects of human life. Its ramifications have spread throughout Europe and have reached India, China, Japan and America. It has become today a world force, through which at least a section of humanity hopes to realise equality in social order and emancipation from economic ills.

## ii

## THE ORIGIN AND GROWTH OF THE MOVEMENT IN INDIA.

9. The advent of the period of transition in the economic life of India was much more sudden than in Europe. The displacement of the indigenous rural industries by the cheap imported manufactured articles, the consequent unemployment and pressure on the land, growth of population and the operation of the law of inheritance on land leading to the inevitable results of subdivision and fragmentation of holdings, the creation of middlemen in industry and trade, the payment of land revenue in money, the newly introduced law of limitation and the judicial machinery—all these undermined and shattered the fabric of village economy. The result was that the rural society of India became sunk in a morass of debt. Nature too was unkind. Frequent ravages of famine made the Indian peasant a permanent symbol of poverty. He became a prey to the rigours of the *Mahajan* with his usurious rate of interest. There was utter stagnation of social and economic life among the villagers and the situation easily lent itself to despair.

10. Government realised their responsibility early enough and attempted various measures of relief by restricting alienations of land, passing usury laws and giving *Taquavi* loans. In 1879 the Deccan Agriculturists' Relief Act was passed, in 1883 the Land Improvement Loans Act and in 1884 the Agriculturists Loan Act. But these partial remedies were not calculated to strike at the root of the problem. The inadequacy of this palliative legislation convinced Government that the sovereign and permanent remedy for rural indebtedness lay in the co-operative movement. The Famine Commissions of 1881 and 1901 had already recommended the necessity of organising credit associations on the lines of western countries, where the problem of indebtedness was as acute as it was in India. In a small way, co-operative credit was being experimented in the *Kutoo Chitoo*, the *Akharas* of the United Provinces and the *Nidhis* of Madras. In 1883, Sir William

Wedderburn and his friends, including Mr. M. G. Ranade, formulated the scheme of a state bank for financing the agriculturists of the Poona District. The scheme received ardent support from the Government of India; but it was, however turned down by the Secretary of State. But the thought-current started by them was not destined to dry up. Close upon the heels of discomfiture to Wedderburn's enthusiasm, Sir Edward Maclagan and Captain Crosthwaite instituted some experiments in a timid way with something resembling co operative credit in the Punjab. But the idea of forming co-operative societies for the benefit of the farmers in India first took definite shape only in 1892. Lord Wenlock, Governor of Madras, deputed Sir Frederick Nicholson, I. C. S. to Europe to enquire into the possibility of introducing, in India, a system of agricultural and other land banks. Sir Frederick submitted his historic report in 1899. He pithily summed up the substance of his research in the two words "Find Raiffeisen". Meanwhile, the matter was referred for advice and suggestions to Mr. Henry Wolff, an unrivalled authority on the subject. He informed the Secretary of State for India that the Indian Law as it existed then was insufficient for the purpose of introducing co-operative credit and urged that, as a first step, a law providing for the practice of co-operation should be passed. Agreeably to this suggestion, a conference was called to sit at Simla under the chairmanship of Sir Edward Law to consider the matter. The conference received substantial help from Mr. Duperneix I. C. S. of the United Provinces, who had engaged himself in a study similar to that of [Sir Fredrick Nicholson. He had already started a few societies. As a result of the discussions of the conference, a bill was introduced in the Imperial Legislative Council and was subsequently passed as Act X of 1904.

11. The measure was soon discovered to be incomplete. In actual working, it was found that the Act had cut its ground too narrow by limiting its application to credit societies alone, while evidently co-operation of other forms was very much needed. Further, it made no provision for combinations into unions and Central Banks which, in India, was certainly a most important desideratum. A conference of the Registrars of the whole country was therefore called and to remove the defects of the existing law, a Bill was drawn up, which became the Co-operative Societies Act II of 1912.

12. The enlargement of the functions infused fresh energy into the movement. New types of societies were also formed. The movement made rapid strides in numbers. In 1914, the Government of India thought that the time had come to take stock of the position and appointed the Imperial Committee on co-operation "to examine whether the movement especially in its higher stages and its financial aspect is progressing on sound lines and to suggest measures for improvement, which seem to be required". The committee reported in 1915 as a result of which punctual repayment of loans was insisted upon and increasing participation of non-officials in the administration of the movement was made possible.

13. The Government of India Act of 1919 made co-operation a Provincial Transferred subject and the local Governments were given the freedom to adapt the Act of 1912 to suit their own Provincial requirements. This power has been exercised by the Governments of Bombay, Bengal, Bihar, Burma and Madras.

14. The sphere of co-operative credit has been extended to long term finance and a co-operative Land Mortgage Bank was started at Jhang (The Punjab) in 1920. Madras, Bengal, Burma and Bombay have followed the Punjab and are working land mortgage banks successfully.

15. The Non-credit branch of the movement is also making sufficient headway. Co-operation is being applied to almost all the necessities of human life and in some parts of India, societies for purposes other than credit are working successfully. The Cotton Sale Societies of Gujerat, Karnatak and Kandesh, House Building Societies of Madras, Bombay and Mysore and Consolidation of Holdings societies in the Punjab are a few instances to show that, properly guided, co-operation can thrive, in any branch, on Indian soil too.

## iii.

## THE ORIGIN AND GROWTH OF THE MOVEMENT IN TRAVANCORE.

16. One of the most useful legislative enactments undertaken by the late Sir. P. Rajagopalachari, just before he laid down the reins of Administration of the Travancore State, is Act X of 1089, commonly known as the Co-operative Societies Act. As the first Registrar of Co-operative Societies in Madras, Sir P. Rajagopalachari was admittedly an ardent and astute co-operator, South India could boast of. His intimate knowledge of the movement in all its aspects, the wide experience he gained in its practical working and his pronounced sympathy with those for whose benefit the movement was inaugurated in India led him to the view that the difficulties in the way of successfully working the Co-operative movement in this State, presented by the law of inheritance peculiar to the west-coast and the diffused system of dwelling in isolated houses, will be solved by time and changing circumstances and that it was desirable to place the movement within the reach of the people of Travancore. Accordingly, a measure exactly on the lines of the India Act II of 1912 was enacted and placed on the statute book on the 4th of April 1914.

17. In March following, an officer of the State was deputed to Madras to undergo a course of training for a short period. He returned to Travancore in August and commenced his work towards the end of September 1915.

18. The first task to which the Registrar addressed himself was the organisation of a Central Bank at the capital, so that direct monetary assistance from Government may be avoided from the very commencement. The idea was to form a central society composed of individual

members with a provision to enable primary societies, when registered, to become members.

19. The Bank was registered as a co-operative society on the 23rd November 1915, with a capital of one lakh of rupees, consisting of a thousand shares of Rupees one hundred each, of which five hundred shares were reserved for primary societies. The management was, of course, to be in the hands of individual members to start with, but provision was made in the Bye-laws for securing the majority on the managing board to the representatives of the share-holding societies, when they exceeded a fixed number. Though all the five hundred shares open to individual members were fully subscribed for in the beginning, allotment was deferred till an outlet for the money became available by the formation of primary societies. The Bank was also intended to serve as a balancing centre for the surplus funds of its constituent members and to grant cash credits along with loans to affiliated societies. Primary Societies could be started easily with financial help from the Central Bank and Government were saved the necessity of granting loans to Primary Societies direct, as in British India. To enable the Bank to function without financial enbarrassments, Government advanced a sum of S. Rs. 50,000, repayable in four equal annual instalments. Its membership now includes all the Taluk Banks, Banking Unions, Urban Banks and a few primary societies. Individual share holders have also increased. All members are allowed to borrow from the bank. The management of the Bank is conducted by a Board of twentyone, of which 14 are representatives of society-members and 7 representatives of individual—members.

20. Within a fortnight of the registration of the Central Bank, one rural credit society was registered on the basis of unlimited liability in a village in the Taluk of Karunagapalli.

21. This was followed by the starting of primary societies of the Agricultural Credit type. The byelaws of the Madras societies were naturally followed in framing the byelaws of these societies. "The credit societies were organised with a nominal share capital of Re. 1 per share to be paid in full on admission. The profits were all carried to the Reserve. But after two or three years, the Central Bank was found unable to finance the new societies and therefore the value of the share of the primary societies was raised, with provision to pay it in easy instalments. The paid up share capital grew and with it the demand for dividends. The indivisibility of profits which was the necessary concomitant of societies with unlimited liability basis had therefore to be given up". (Devadhar Committee's Report page 26). The share capital is now regarded as the basis for issuing a loan to a member, notwithstanding the unlimited liability character of the society. So much so, the old orthodox Raiffeisen type of society has become extinct.

22. The incidence of unlimited liability was found to be unsuited to persons, who live in industrial and urban areas. But all the same, they

wanted the benefits of co-operation. Non-agricultural Credit Societies based on the Schulz-Delitzsch type were therefore formed with share capital and limited liability. Such are Urban Banks, Societies for Salary Earners, Benefit Funds, etc.

23. With the development of credit societies, an intermediate agency for the distribution of finance between the apex institution and the primary societies was deemed necessary. Taluk Co-operative Banks, corresponding to the Central Banks in British India, were therefore organised. Their membership consists of primary societies and individual shareholders as it is the case with the Central Bank. At the time of registering these intermediary financing institutions, it was expected that they would work as a medium to attract local deposits to the movement. But the result was disappointing.

24. With the rapid increase in the number of societies, the work of supervision became difficult. It was also the intention on the part of the Government from the very beginning to see that non-officials actively and closely participated in the work of supervising and controlling the movement and that they were given due training to shoulder the responsibilities themselves, true to the principles and ideals of the movement. With a view, therefore, to achieve this laudable end by slow degrees, Supervising Unions were registered. These Unions were primarily intended to attend to the functions of propaganda, organisation and supervision. A Union ordinarily consists of a major portion of societies in a taluk. Its management rests with a small committee elected by the representatives of affiliated societies. The chief executive officer of the Union is the supervisor. The number of these supervisors employed by each Union varies from three to one. Government gives a small subsidy to these Unions annually. The funds of the Union consist of supervision fund, delegation fee collected from the affiliated societies and the annual grant they get from the Government. Latterly, the Central Bank also giving a small subvention to some of the Unions. Three of the Unions are Banking Unions combining in themselves the functions of finance and supervision.

25. The Unions are 27 in number. In 1100, the Unions combined and formed the All Travancore Co-operative Union with the main object of undertaking propaganda, organising non-credit societies and serving as the mouth-piece of the non-official branch of the movement. The name of the Union has since been changed into "The Travancore Co-operative Institute Ltd." The Institute is carrying on non-official propaganda by the publication of a Co-operative Journal, sponsoring of Co-operative Conferences, etc. For the last few years, lack of funds has been as a handicap in the satisfactory discharge of its functions. The question of remodelling the Institute to suit the changing requirements of the movement is engaging the attention of its Advisory Board and the non-official co-operators.

26. To popularise the movement and to extend its principles to the heart of the villages, Government appointed Honorary Organisers in addition to the subsidy they gave to the Supervising Unions. These Honorary Organisers were given travelling allowance for the journeys they undertook for co-operative work. But, as the number of societies increased, the need for these Honorary officers ceased and Government abolished these appointments.

27. Non-credit activity was also begun from the inception of the movement, though, neither in numbers nor in successful working, it has been possible to get advantage over the credit branch. Distributive Co-operation has attracted wide attention next to credit. Co-operative Stores were started to collect wholesale articles needed for the daily requirements of their members and to distribute them in retail to the consumers, thus attempting to replace the middleman shop-keeper and diverting his profits to the pockets of the members. This type of society did not attract the fancy of the people to the desired extent. Though a number of such societies were registered in rural and urban areas, their working did not come up to a satisfactory standard. With the solitary exception of one or two societies, all others failed. Retailing alone on a co-operative plan was experimented by some credit societies. This, technically called the Indent system, has worked with a certain amount of success in some parts.

28. There is a wave of enthusiasm now in promoting and working non-credit co-operative societies in the State. The principle of co-operation is being applied to various types of business with varying degrees of success. School and College Stores are working well and are becoming popular. These societies supply books, stationery and other articles of daily use like sports materials, soaps etc. They confer considerable economic benefit on their members. They give the boys and girls a very valuable practical training in social and economic work, business management and the co-operative method. They serve as training ground for the future co-operative workers as well.

29. A few marketing societies of the type of loan and sale societies have been started for pooling and marketing the agricultural produce of the members. A Wholesale Society has been registered at Alleppey to work as a Central Marketing Institution.

30. Besides these, special types of societies *viz.*, The Trivandrum Co-operative Home, The Thirumala Ksheera Vyavasaya Mahila Co-operative Society, The Neyyattinkara Gorasa Vyavasaya Co-operative Society, House Building Societies and Cattle Breeding Societies have been organised.

Rural Reconstruction Societies have also been registered at several centres in the State.

31. In addition to these, the non-credit activities of the movement have extended to such items of work as Poultry Farming, Bee-keeping, Screwpine industry and Land Colonisation, and societies registered

exclusively for such purposes are making gradual headway. Rural Primary societies have also interested themselves in several of these activities including "Kettuthengu deposit" system, which is a special feature of work undertaken by societies in coastal taluks. Cocoanuts are collected and conjointly sold by this system to the advantage of the members.

32. The problems of the movement in its twenty years' growth were investigated by an expert committee in 1933. The late Mr. G. K. Devadhar of the Servants of India Society presided over the committee. The recommendations of the committee have been implemented.

## CHAPTER II.

### WHAT IS A CO-OPERATIVE SOCIETY?

33. A Co-operative Society has been defined broadly as a voluntary association of individuals for a common economic good. The co-operative movement has spread itself to almost all the activities of human life, so that it has become impossible to give an accurate definition of the technical term "Co-operation". It has been found that whatever may be the definition it cannot hold good in all cases. Great thinkers and historians of the movement have therefore contented themselves with enunciations of its maxims and descriptions of its activities in positive and negative terms. Sir Horace Plunkett, the founder of Irish Co-operative movement, has summed up the theory and practice of co-operation in his three famous maxims, 'Better Farming, Better Business and Better Living'.

34. George Jacob Holyoake, the famous historian of English Co-operative Movement has described co-operation both positively and negatively in the following terms. "Co-operation touches no man's fortune, seeks no plunder, causes no disturbance in society; gives no trouble to statesmen; it enters into no secret associations; it needs no trade unions to protect its interests; it contemplates no violence; it subverts no order; it envies no dignity; it accepts no gift: nor asks any favour: it keeps no terms with the idle, and it will break no faith with the industrious.

"Capitalists hired labour, paid its market price, and took all the profits. Co-operative labour proposes to hire capital, pays it its market price and itself takes all the profits. It is more reasonable and better for society and progress that men should own capital than that capital should own men.

"The leading aim of co-operation is not merely to increase present comfort, it seeks also to ensure competence. Those who do not provide for the future of themselves and families as far as they can or as far as they ought, are not merely dependent; they are mean, since they leave to chance, or the charity of others, to provide for them when the evil day comes.

"Co-operators have made money by their methods of business; they have won honours by being the first of the working class who cared for education as a higher form of property".

35. This definition is rather elaborate. But the very fact that the celebrated historian of the Movement found it unwise to give the definition of the term in precise words should make us realise the difficulty of the task. An analysis of the working of the different branches of the movement has however shown that the essentials of the movement depend on three factors:—(1) effective elimination of waste and inculcation of the habit of thrift; (2) education in co-operation; and (3) general education of co-operators.

36. In a co-operative society, each member must have in view the welfare of the whole body of members forming the association as also of all of its constituents. This is expressed by the motto of the British Co-operative Union "Each for all and all for each". This is distinctly different from the principle of joint stock concerns, which works on the motto "Each for himself" and the ideal of Communism, which works on the principle "Each for all and all for all".

37. A co-operative society indicates associated action for a business purpose by adopting certain business rules. Though a joint stock concern does the same thing, there is fundamental difference in the method of work in both these associations. The profits in a Joint Stock Company are distributed in proportion to each member's capital holding while those of a co-operative society are distributed in proportion to the output of work or of business of each individual member. Service, as distinct from profit, is the basic idea in co-operative concerns. The normal business tendency of acquiring profits is definitely ruled out and is tolerated only, if at all, to provoke and promote success. The development of the idea of profit in co-operative theory is thus only accidental. A joint stock company is a union of capital, while a co-operative society is a union of persons. The administration of the joint stock company is based on the extent of the holding of the share capital; but, in a co-operative society, the right of all members in the administration is equal. Each member has only one vote, however numerous may be the number of shares he might have taken in the co-operative society. It is based on the principle "One man, one vote". The success of a joint stock concern depends on the extent to which it is able to compete with other associations of a similar character, but that of a co-operative society depends on the extent to which it is able to eliminate competition. Co-operative Societies federate for common action and do not compete with each other.

38. In a joint stock company, a member can hold as many shares as he likes. The share list is closed after some time and the value of the share is artificially inflated. In a co-operative society, on the other hand, share holding is restricted to a maximum fixed by the Act. In Travancore, for instance, no member of a co-operative society can own

shares, the value of which exceeds Rs. 1,000 (*vide* Section 6 (*b*) of Act V of 1112). The share list is never closed till the whole shares are sold out and the shares can always be had on par.

39. Another fundamental difference between a joint stock company and a co-operative society lies in the extent to which the members of these two institutions co-operate together to achieve the object for which they have joined in the association. Much of the success of co-operative societies is due to the fact that they do succeed in enlisting the whole-hearted co-operation of their members. "It is therefore not a difference in regard to the laws in accordance with which they are registered which marks off a co-operative society from a joint stock company or a partnership; it is not the difference in regard to the invitation of share interest, the payment of dividend, the withdrawability of capital or the according of voting power that vitally distinguishes a co-operative society from other trading organisations. The last named are merely methods adopted by certain types of society to secure greater equity of treatment among the members of the societies; what makes an undertaking co-operative is the deliberate elevation of co-operation to the status of a principle of organisation to be fostered and employed for the purpose of realising those objects for the attaining of which the undertaking has been called into being". (Co-operation by Hall and Watkins).

40. Co-operation is distinct from co-partnership in that a share of the profits of the concern is paid to the workers in the latter, which is not done in co-operative societies. Mere welfare work is not co-operation as it has no business aspect. Nor is it a trade union which is a combination of workers employed in different trades and industries for coercing the employer to improve their conditions of work and to pay better wages. Instead of coercing, the members of a co-operative society co-operate among themselves for their improvement. Likewise it is different from Socialism which seeks to eliminate private ownership of property vesting it either in the State as the Collectivists would have it or in the communities or the syndicates as the Communists would have it. Co-operation is not charity either: charity weakens self respect and hinders thrift and self-reliance. It militates against the incentive to work while co-operation seeks to promote thrift and self-help.

41. In consideration of the difficulties therefore of giving an accurate definition of what is meant by a co-operative society, the Committee on Co-operation in India (1915) has laid down in paragraph 3 of their abstract report, the conditions which are necessary to make a credit society co-operative. The following are the main principles under which primary credit societies on the Raiffeisen model are organised.

"1. Limitation of area so as to secure mutual personal knowledge on the part of members.

2. Shares of small value.

3. Permanent indivisible reserve fund.
4. Unlimited liability of the members.
5. Loans only for productive or provident purposes.
6. Loans only to members.
7. Credit for relatively long periods with facilities for repayment by instalments.
8. The determination every year by the members of each society of
    i. the maximum credit that may be held by individual members at any time.
    ii. the maximum total of savings deposit receivable.
    and iii. the maximum total of loans that may be taken up by the society.
9. Absence of profit seeking, dividends if paid being limited, as a maximum, to the rate of interest paid by borrowers for loans.
10. Office holders not paid for their services.
11. Promotion of the moral as well as the material advancement of members." (An enquiry into Agricultural Credit and Agricultural Co-operation in Germany by Cahill).

A large number of our credit societies are formed on the above principles. These principles are very important and vital.

## CHAPTER III.

## PRIMARY AGRICULTURAL CREDIT SOCIETY WITH UNLIMITED LIABILITY.

### i

### *Area of operations of a village society.*

42. The area of operations of a primary village society should not exceed that of a single village. The principle underlying this restriction of area is that there should be mutual personal knowledge between the members. This would be possible only if the members belong to a limited area. Indeed the limitation of area is the first essential of a rural society, for, otherwise, it would not be possible to obtain that full and regular attendance at meetings and that personal acquaintance which makes for friendly relations and mutual confidence and which creates and maintains the true spirit of co-operation. The principal object of all rural co-operative credit societies is the encouragement of thrift, the accumulation of loanable capital and the reduction of interest on borrowed money by a system of mutual credit. The development of this mutual credit will be possible only under a system of membership, which will enable all members of a society to exercise

by means of personal acquaintance and moral pressure, a mutual control in their transactions with the society. The importance of restriction of membership to a limited area would therefore be obvious. The members should be so close in touch with one another that they would be willing to be and could be, both in name and in fact, jointly responsible. The Maclagan Committee on Co-operation (1915) were of opinion that there should be only one society to one village and one village to one society. Exceptions to this general rule have however, been laid down in the following cases.

(1) Where a group of villages can conveniently form a co-operative unit;

(2) Where persons scattered over large areas are for any special reason so thoroughly in touch with one another that they are able and willing to be jointly responsible;

(3) Where a village is so large that all the residents are not mutually acquainted; and

(4) Where a village is so divided from any cause that one set of residents cannot be expected to be jointly responsible for another.

43. The by-law should lay down the area of operation of a society definitely. In the event of a society being split up, the area of operation defined in the by-laws must be revised. If there are two or more societies in one village, each society must be distinguished by a separate name.

## ii

### *Liability.*

44. Next to area, security is the most important point for consideration in a village credit society. The security which a member of a village society can offer consists of his (1) property, (2) credit and (3) friend's or neighbour's surety. Really these forms of security do not mean much. The ordinary villager may not own much property. His credit scarcely bears any tangible value. And the assets of his friend or neighbour also cannot be substantial. Asset has in these cases to be created by a combination of these small units of value. The security which becomes available by such combination will be more tangible than that which existed before. It is this idea of strengthening values by combination that is put into practice in a rural co-operative society. The society is formed in its first stage by a few individuals, who, because they are unable individually to obtain the credit for their small agricultural operations—either in adequate quantity or at rates or on terms of honest dealing—which would enable them to work at a profit, combine together to obtain this necessary credit on reasonable conditions. To effect this, each becomes liable for the debts of the society to the extent of the whole of his assets. In other words, the liability becomes joint and unlimited. Unlimited

liability is made legally obligatory in rural credit societies, as it is the easiest means of securing the interests of depositors and so, of providing funds for members. Unlimited liability postulates as condition precedent, intimate mutual knowledge between members and restriction of membership to a limited area. This joint liability necessitates the following:—

(1) members must be selected, as, obviously, every one wants to be sure that a new member will be able to bear his share of the common burden.

(2) Members must be formally admitted so that there will be some proof that they have accepted legal liability for the debts of the society, as they stood on the date of admission.

(3) members must be allowed to withdraw in case they find the society incurring a heavier liability than they desire to share in.

(4) the liability of past members must continue for a period so that the surviving members may have opportunity to proceed to liquidation, if they consider that, in consequence of withdrawals, the liability is becoming too great for them.

(5) members must not be allowed to transfer their share or interest to any one they please, but must only transfer through or to the society, for the survivors must be sure that the transferee is fit for his liability.

(6) the members must be able to expel any one whose liability is worthless or who has pledged it in another society of unlimited liability and to take action against defaulters by arbitration procedure.

(7) the list of members being the list of persons liable must be kept up to date the date on which any one ceases to be a member must be carefully entered, as the period of liability of a past member commences from this date.

(8) accounts must be strictly kept and duly audited so that the extent of the liability can be definitely established and all members must have the right to see the accounts.

(9) amendments to bye-laws must require the approval of a considerable majority of the members, as an amendment may alter the liability.

(10) the members in general meeting must settle the maximum liability they are prepared to undertake and

(11) must have full power over the employment of funds.

(12) a Reserve Fund is desirable to protect the liability as any loss will first fall on the fund : accordingly

(13) a limitation of dividend is desirable so as to leave more for reserve

(14) members must have the right to secure independent inspection of the accounts and

(15) in the long run, to bring about the liquidation of the society and so definitely close their liability. (Calvert Pages 40 and 41).

45. The unlimited liability of a society should not be allowed to be limited by the act of a single member. Members of rural credit societies should not be allowed to join more than one credit society other than a financing bank without the sanction of the Registrar. Likewise, members should not be permitted to mortgage their properties subsequent to their joining a rural credit society as the society holds as trust all the properties of its members and has offered them as security to the depositors. Every unlimited liability society shall fix the maximum liability it may incur based on the amount of share capital and the Reserve Fund.

46. Unlimited liability has scared away many people from the movement. The common notion seems to be that the belongings of the substantial member will be taken away in whole for an individual's default and that the others will be left free and safe. This impression which is not quite correct has been spread because the organisers of the society often fail to impress on the people that the unlimited liability of a co-operative society is only 'unlimited contributory liability', that is to say "that where there is deficit in the engagements of a society to its creditors, this deficit shall, after the full payment of shares (if any), be recoverable by a series of per capita levies upon the members up to the full extent of their property, direct proceedings by a creditor against individual members being forbidden". (Maclagan Committee's Report) It is the registration under the Co-operative Societies Act that gives this contributory character to the unlimited liability of co-operative societies. If the society is not registered, unlimited liability means that any or all the creditors may sue any single member for their debts. The liability to contribute can only be enforced on winding up. There is, however, an exception to this rule in favour of Government, whereby liability may be enforced without the society being wound up. The unlimited liability of a member is further safeguarded by (1) the insistence on sureties and on punctuality of repayment (2) by supervision of the expenditure and the object of the loan (3) the power to recall the money if the amount is misapplied and (4) by the building up of a Reserve Fund, which is compulsory and indivisible. It is the implications contained in this particular character of liability that give value to the suretyship in a co-operative society. Generally the scope of unlimited liability is not properly understood by even educated members of societies ; so much so, not infrequently sureties protest when they are proceeded against for defaults in their undertakings. The office bearers should explain the incidence of liability to the members, when they offer themselves as sureties. This is very important. Members of co-operative societies often think that

But this discussion should be of a confidential nature so that refusal of admission might not lead to factious disputes in the village later. The committee should also take into consideration the qualifications of a member before recording its resolution in favour of or against the application. It is an essential characteristic of a co-operative society that it should be open to all qualified persons. Any person not under any disability may become ordinarily a member. Minors, though legally disqualified to enter into contracts, are not expressly excluded from membership from a co-operative society in other places but, in Travancore, they are. There is a shade of opinion that minors need not necessarily be debarred from becoming members when they are heirs of deceased members. But as they cannot incur unlimited liability and as generally they would be a source of weakness to the society, they are ordinarily excluded. But this strict exclusion might not serve the interest of particular societies. In cases, in which it is considered necessary to admit minors, it must be clearly understood that they cannot possibly be admitted as members. The proper course is to make the guardian a member and to enter up the guardian as "A" guardian of 'B'. But in the matter of advancing money supposed to be borrowed on behalf of minors, great discretion is necessary. The safest rule to adopt is to take the guardian's credit alone into consideration and to consider whether the whole of the sum advanced could be recovered from the guardian's separate estate, if necessary. This precaution will in no way deter an honest guardian, whose intentions as regards his ward are above suspicion, from making use of the benefits of the society on behalf of his ward. Where there is any doubt as to the sufficiency of the guardian's security for money borrowed by him on behalf of a minor, sureties or real security may be insisted upon.

49. Similar to the case of minors, persons of unsound mind and those otherwise disqualified to enter into contractual relationship should not be accepted as members. A person who is already the member of another unlimited liability society must also be excluded. It should also be insisted that no person, who has within two years ceased to be a member of a society with unlimited liability, should be admitted as the member of another society. A joint stock company is not expressly prohibited from becoming the member of a co-operative society. But, as a rule, they should not be admitted, as the principles underlying both the institutions are incompatible. Before admission, the prospective member should be compelled to disclose all his debts to the committee of the society, who should keep the information confidential. 'The Government of India remarked that until a member has been freed from outside debts, a society is not performing its full functions but it is a counsel of perfection to expect that no one shall be admitted as a member, unless and until his outside debts have been paid off'. (Calvert). If, however, a man is so indebted that there is no hope of clearing his liabilities, he should not be admitted as a member. At the present stage of the movement, it may not be advisable to prohibit borrowing from money lenders. But, before admission, the members

may be asked to give an undertaking that all transactions with money lenders would be duly communicated to the society.

50. Admission should be denied to the applicant, who had previously been a member and who had proved to be an unsatisfactory member. Similarly, a trade competitor, whose membership of the society is deemed undesirable for that reason, should also be denied admission.

51. The application for admission should be submitted by the secretary to the committee at the first meeting, next to the date of receipt of the application and the committee should decide whether the applicant may be admitted as a member or not. The fact or otherwise of admission should be recorded with number and date of the resolution and of the committee meeting, both on the application and in the Admission Register (only if the applicant has been admitted). Committees should not lightly refuse to admit an applicant for membership. It should have good grounds for any refusal. The general body of members should be given a chance to consider applications of those who have been denied admissions.

52. Before a person can exercise the rights of membership, some payment has to be made. This is called the Admission Fee or the Entrance Fee. The member acquires an interest in the society only on payment of this amount prescribed by the byelaws. Membership of a co-operative society carries with it the responsibility of contributing to the share capital. A member should own at least one share. This is the minimum. The maximum value of share-holding too is limited by the Co-operative Societies' Act to One Thousand Rupees. Any rule endeavouring to increase the liability of members beyond Rs. 1,000 is ultra vires.

53 The number of members of a co-operative society is not limited by any rule. The principle is that the share list of a society should always be open to all those who are qualified and willing to join the society as members. No bonafide applicant of good character, who resides within the area of operations of a Society and who is duly qualified to become a member as per the rules, should be refused admission. No numerical maximum has been laid down for membership of societies. But to ensure the exclusive character of the society, the law has imposed certain restrictions to guard against indiscriminate admissions e. g.

(i) Certain classes and descriptions of persons are excluded from membership (Section 7. i).

(ii) A pecuniary qualification is insisted by making ownership of at least one share in the society compulsory (Section 6).

The Devadhar Committee were of the view that societies should be prevented from becoming unwieldy and unmanageable by a plethora of membership. They thought that two hundred members would be a rebsonaale maximum for any society. A craze for exclusion should, however, be avoided. As far as possible, no eligible member should be rejected.

54. Restriction of the area of operations of a society is the most effective method of limiting membership. While it is necessary that membership should be homogenous, every attempt should be made to attract all desirable persons as members.

55. The rights of a member are the following:—

(1) He is entitled to attend general meetings, annual meetings and special meetings.

(2) He has a right to vote at the meetings.

(3) He has a right to vote for the Committee

(4) In the case of a credit society, he is entitled to obtain a loan on the conditions laid down in the bye-laws.

(5) He has a right to deposit his surplus money with the society, if the society can employ the money usefully.

(6) His share or interest in the capital of a society or in the provident fund by the society shall not be liable to attachment or sale.

(7) He may transfer his share or interest.

(8) The society is to pay to the person nominated by him, the value of his share or interest on his death.

(9) He is entitled to a share in the profits when these are distributed in accordance with the byelaws.

(10) He is exempt from income tax in respect of dividends or other payments received by him on account of profits.

(11) He is entitled to a copy of the Rules and Byelaws and also a copy of the annual return and balance sheet on payment, if any.

(12) He may inspect the books at all reasonable hours at the society's office, except the deposit and loan account of any other member.

(13) He may appeal against an order directing the society to be wound up.

(14) In the event of his death, his heir or nominee is entitled to get back within an year the balance of his share or interest in the society.

(15) The liability of his estate is limited to one year after his death.

(16) He may, with the sanction of the Registrar, institute proceedings against officers of the society for offences committed by them.

(17) He has a right to withdraw, if he disagrees with the decision of the majority. In unlimited liability societies, this is

an important right because it enables a member to withdraw before a liability is incurred to which he objects.

(18) He may, in collaboration with other members, insist on an enquiry by the Registrar and to have the society wound up.

(19) He may combine with other members to insist on a special general meeting being called.

(20) He has a right to obtain all the necessary information concerning the solvency and good management of the society.

56. The liability of a member lasts for two years from the date of his ceasing to be a member. A member cannot escape from his liabilities by withholding any of the prescribed payments. One, who merely signs the application for registration, incurs all liabilities for two years, even if he withdraws at once. He assumes joint liability and becomes unconditionally bound by all the rules. He is liable to expulsion and may be called upon to contribute to the assets of the society, even though the debts were incurred prior to his admission.

57. A person ceases to be a member on—

(1) residence outside the area of operation of the society.

(2) disqualification under the Act, the Rules and Byelaws.

(3) Withdrawal of share.

(4) Expulsion from membership; and

(5) Death.

58. The right of withdrawal is characteristic of co-operative societies. It is also a safeguard against the unlimited liability of the society. A member is given the option to withdraw in case the society enters upon any transaction to which he objects. He is only liable for the debts of the society on the date of his withdrawal. The right to withdraw is a valuable check on carelessness or rashness. The right of expulsion is complementary to the right of selection. A member may be expelled

(1) if he fails to fulfil his obligations in the matter of his dues;

(2) if he becomes the member of another credit society except a financing bank and refuses to withdraw;

(3) if it is found necessary to proceed against him for his debt

(4) if he becomes bankrupt;

(5) if he engages in acts contrary to the principles of the society;

(6) if he becomes insane;

(7) if he is convicted by a criminal court; and

(8) if he commits an act considered dishonourable by the Managing Committee.

The powers the general body delegate to the committee must be clearly defined. Powers conferred upon the committee by the bye-laws cannot be withdrawn, except by an amendment of the bye-laws. If the committee have acted within their powers in some matter definitely committed to them by the Bye-laws, the members cannot over-ride the decision.

61. Besides ordinary general meetings held in the ordinary course of business for considering routine matters or matters that do not effect a fundamental change in the constitution of the society, there is a provision in the bye-laws for the summoning of special meetings. The secretary should, at the instance of the committee, issue notice for the meeting Every member is entitled to get notice of a general meeting. The number of days necessary for the notice varies with each society. But ordinarily three days' notice should be sufficient. The notice should specifically say whether the meeting is a general ordinary one or a special one and the purpose for which the meeting is summoned. If the meeting transacts any other business not specifically mentioned in the bye-laws, that must be regarded as special business. Invariably the number of days' notice necessary for extraordinary meetings is specified in the bye-laws. The notice must be reasonably sufficient. The mode of service may be in accordance with the convenience obtainable in each society. Notice may be given to members in one or more of the following modes :—

(1) By means of tom tom in the village;

(2) By affixing a copy of the notice of the meeting in some conspicuous place in the village and in the office of the society;

(3) By circulation of the notice book and getting signatures of members in it.

If there is any irregularity in the service of notice, it shall not invalidate the proceedings. The General Body shall be convened by a resolution of the committee.

62. Special meetings may be called at any time by a majority of the Committee. Such meetings may be summoned on the requisition in writing of not less than one fifth of the members of the society or at the instance of the Registrar. A person, who is authorised by the Union to which the society is affiliated, can also make such a requisition under the bye-laws to call together a special meeting. The meeting shall be called within one month of the date of such requisition or the date of the order of the Registrar. Any person authorised under Section 43 of the Co-operative Societies Act to conduct an enquiry into the constitution, working and financial condition of the society may, after giving due notice to the society about the time and place, summon a special meeting. Such persons may also decide the subjects for consideration at such special meetings. The President of the society shall preside over all such special meetings except in the case of the meetings

summoned at the instance of the Registrar. The Registrar's nominee shall preside over such meetings. Such meetings shall have all the powers of ordinary general body meetings. Even if such special meetings do not have the quorum fixed for general meetings by the bye-laws of the society, the meetings will not be invalid, if the Registrar after convincing himself that it was not possible under the circumstances to get a quorum, that the business transacted in the meeting was for the better interests of the society and that there is reasonable likelihood of an ordinary general body approving them, orders that the meeting and its deliberations were in order. If it is found that even after successive meetings of the general body, it has not been possible to elect a committee, the general body can authorise any person to transact the business of the society for the society for a reasonable period.

63. In order to constitute a general meeting, a quorum of members must be present. The bye-laws have fixed the requisite minimum for the quorum of the general body. It has also provided for contingencies as regards special meetings, if there is no quorum. If there is no quorum for ordinary meetings, then, there can be no meeting and the proceedings are invalid. If there is no quorum for more than three ordinary meetings, the implication is that the members do not take any interest in the society. Such a society deserves to be wound up. It is one of the privileges of the General Body to expel a member. The General Body can also sanction the affiliation of the society to the local Supervising Union.

64. The bye-laws generally provide for the committee electing a president or a chairman for their meetings. The chairman so chosen is as a rule entitled to preside at a general meeting. In his absence, some other member of the committee, if not the Vice President, shall preside. If no committee member is willing to act as chairman, then some person selected by the meeting is to act. The duty of the chairman is to keep order and see that the business is properly conducted. His decisions on points of order and upon any incidental questions that arise are to be taken *prima facie* to be correct. The chairman's decision as to the validity of a vote is conclusive. He may also by a vote of the majority stop a discussion on a resolution after it has been reasonably debated. The chairman's declarations are to be regarded as ordinarily conclusive, except when it is *prima facie* irregular.

65 A co-operative society is an association of individuals with equitable participation and control and hence one man has only one vote. It does not appear to be necessary to labour this point. The principle of "one man one vote" has been accepted by all co-operators. The chairman has a casting vote in case of equal votes on either side. A vote by show of hands is a rough and ready way of taking the sense of a meeting, though, some times, it appears to be a very inadequate means of ascertaining the wishes of the members present. In taking a vote by show of hands, the duty of the chairman is to count the hands

held up and to declare the result accordingly. No defaulter in an original share is entitled to vote.

66. The chairman has the power with the consent of the meeting to adjourn the meeting. But if the chairman improperly adjourns or stops the meeting, the meeting can choose another chairman and go on with the business. On the other hand, if the meeting is duly adjourned or dissolved, members who remain behind cannot continue the business. As regards notice, an adjourned meeting is regarded in law as a continuance of the ordinary meeting and accordingly a fresh notice need not be given. Resolutions passed at an adjourned meeting are to be treated as resolutions passed at the original meeting.

67. Minutes are to be made and kept of all proceedings of general meetings and of meetings of committees. Such minutes must be signed by the chairman of the meeting at which the proceedings were held. Minutes are prima facie evidence of what is stated therein. Until the contrary is proved, every meeting, in respect of the proceedings where of minutes have been so made, shall be deemed to have been duly held and convened and all proceedings held thereat shall be deemed to have been duly taken place. The usual plan adopted is for the Secretary to write down the proceedings, as they take place, read it at the end of the meeting and obtain the signature of the chairman then and there. If this, however, has not been possible, the minutes may be read and passed at the subsequent meeting.

68. The share of a member in the management or the control of the society is generally confined to (1) the approval of the admission of new members, (2) the election of the committee, (3) the approval of the committee's report and statement, and (4) the payment of dividend. In exercising his right of criticism of the accounts and reports, the individual member can exercise an influence over the management of the society and in shaping the policy of the society. In addition to this, he has a right in all such other matters, which require the confirmation or approval of the general body. Further, he can give notice of motion when he desires the society to do or not to do, or if he desires the members to instruct the committee to do or not to do, some act, which bears upon the society's operations. He may even give notice of motion for an alteration or amendment of the bye-law, if such alteration or amendment is necessary to secure some end he desires. His powers go so far that, if he can obtain the support of the necessary number of members required by rule, he can insist upon a special meeting being called to consider some motion of which notice is given. The individual thus has a considerable share in the control of the society; but his powers are defined and limited by the rules and these rules generally confer upon the committee certain powers that cannot be withdrawn from them so long as such rules exist.

69. The copies of the proceedings of the first or opening general meetings should be submitted by the societies to the Registrar and the Central Institutions to which the societies are affiliated.

V

### *Committee of Management.*

70. The management of a society is conducted by a committee that is elected from among the members. The committee is to administer the society subject to the directions of the general body. The committee is to be elected in general meetings. The committee ordinarily does not exceed seven in number. A large body is not desirable as it weakens the sense of individual responsibility. Interim vacancies in the committee should be filled up by the remaining members by co-option; but this co-option should be approved by the general body in its next meeting.

71. The election of members of committee is rather a formal matter in most unlimited liability societies. Every name for election should be duly proposed by one member and seconded by another. Votes may be taken either by show of hands or by ballot. The procedure of elections in unlimited liability societies should be as simple as possible. The period for which the committee is elected is ordinarily for one year. Members of the committee can offer themselves for re-election only with the sanction of the Registrar. This would prevent individuals monopolising the management of societies for a long period or for ever. Retiring members should not be eligible for re-election until they have "stood down" for one term of the committee, unless in very special cases, the Registrar sanctions the continuance of an individual member, whose services are invaluable for the working of the society. This 'standing down rule' has many advantages. It would enable a large number of members to acquire the experience which can be gained only in the committee. It prevents the committee from becoming fossilised and their work stereotyped. It is moreover a convenient way of getting rid of old committee members, who could not be replaced in a competitive vote by new candidates, except by giving them offence and causing much heart-burning. Strict conformity with this rule is absolutely necessary.

72. Every member is eligible to be elected to the committee unless he is disqualified from serving on the committee by the provisions in the rules and the Bye-laws. A member of the committee is a leader in the society. He is expected and rightly expected to set an example to other members. Before a person is elected to the committee, it is desirable that he ought to have been a member for at least a year and a bye-law requiring this qualification is not unreasonable. There are two reasons for this time qualification. They are (1) the desire to ensure the members possessing some elementary knowledge of co-operation and the society and (2) the desire to prevent persons joining the society merely to secure a seat on the committee.

73. Apart from these, there are some personal qualifications, which are necessary for a committee member.

(1) He should be a thorough co-operator, a co-operator by conviction. If he is one, right actions are likely to follow.

(5) He should be able and willing to devote the necessary time to the discharge of the duties of the office he has undertaken.

74. Persons, who are in the same line of business conducted by the society, should be debarred from being members of the committee of management. Difficulties are likely to arise where members of committee are in business themselves and in some measure in competition with their society. Relatives of employees are also not permitted to be elected to the committee. Bankrupts are not eligible to be elected as it would shake the confidence of members and outsiders in the committee. Even applicants to be adjudicated bankrupts are disqualified from serving on the committee. If a member accepts an office under the society, he automatically loses his committee membership. Similarly, if he is concerned with the profits of any contract entered with the society, he becomes ineligible for a place in the committee. No person who has been sentenced for any offence, other than an offence of a political character or an offence not involving moral delinquency, such sentence not having been revoked or the offence pardoned, is eligible for appointment as a member of the committee of any society. Where a person ceases to be the member of a committee by being sentenced for any offence, he shall be restored to office for such portion of the period for which he was elected as may remain unexpired on the date of such restoration, if and when the sentence is annulled on appeal or revision. Any person elected to fill the vacancy in the interim period shall, on such restoration, vacate office. Persons who are of unsound mind, or those suffering from congenital disabilities are also prevented from becoming committee members. A person, who is already the member of the committee of another society of the same type, cannot be elected to the committee of a fresh society, without the sanction of the Registrar.

The rules have laid down that a financing bank and a Supervising Union shall be considered as belonging to the same type for this purpose.

A member who is sued in arbitration by a society is likewise precluded from serving on the committee.

75. Disqualifications of the Committee members may therefore be summarised as follows:

(1) being under the age of eighteen years, or

(2) holding office or place of profit under the society, or

(3) having been a member for less than a specified time, or

(4) having relatives employed by the society, or

(5) being adjudged insolvent, or

(6) being found lunatic or becoming of unsound mind, or

(7) being concerned or participating in the profits of any contract with the society, or

(8) being in the same line of business conducted by the society, or

(9) having been sentenced for any offence other than offence of a political character or an offence not involving moral delinquency, such sentence not having been revoked nor the offence pardoned:

(10) being sued in arbitration, and

(11) being the member of the committee of any other society of a similar type.

76. Removal of a member of a committee may be effected for any of these disqualifications and also:—

(1) for failing to attend a sufficient number of meetings; and

(2) for becoming a defaulter for three months in a loan he has taken from the society.

77. In England members of Societies do not ordinarily aspire to membership on the Committee until they are over 40 years of age and have studied industrial and commercial questions. The most important qualification required for a committee member is sound judgment of men and measures. Above all, a Committee member should be honest in all his dealings. "The temptations in the way of a member of Committee are numerous. It is not that he will be likely to put his hands in the till; but it is easy to create deputations and make them into holidays rather than occasions for discharging important responsibilities. It is easy to take fees for attending meetings without taking any interest in the meetings; it is easy to accept hospitalities from those who anticipate "favours to come." These are little things. But they are tests to a man's honesty and strength of character. Let him give way to them and he loses his power, as well as his right, to check bigger abuses of neglect of duty among his colleagues or the staff of the Society" (Hall).

78. Last but not least, the Committee member must be prepared to put his Society first and himself second. The Committee member must not seek his position for his own sake; but he must seek his position for the sake of the Society. He should be willing to lead, if his fellow members so desire; but he must be willing to lead in order to serve; and he must be willing to serve as well as to lead. Too frequently, members join the committee "to find a bit of a job and a bit of pocket money." These are wrong motives. A person should be elected to the committee, because of his fitness for the position and for no other reason.

79. Powers and duties:—The committee must exercise all powers of the society except those reserved for the general body. The committee derives its powers from the general body and is bound by the Acts, Rules, Bye-laws etc. It cannot delegate its powers without special

authorisation and cannot exercise any powers in excess of the powers delegated. The powers in general are —

(1) to observe in all their transactions the Act, the notified rules and the bye-laws:

(2) to maintain true and accurate accounts of all money received and expended;

(3) to keep a true account of the assets and liabilities of the society:

(4) to keep a register of members corrected up to date;

(5) prepare and lay before the Annual General meeting a profit and loss statement and the balance sheet;

(6) to examine the accounts and see that they are properly kept up, sanction contingent expenditure and supervise the maintenance of the prescribed registers:

(7) to raise capital, to sanction loans to members, to watch over their recovery and to see that loans are applied to the purpose approved;

(8) to consider the inspection notes of the Registrar and the Auditor and take necessary action;

(9) to summon general meetings in accordance with bye-laws.

(10) to assist in the inspection of the books by any person authorised to see them;

(11) to appoint, suspend or dismiss employees, when authorised to do so,

(12) through any member or officer or employee of the society or any other person specially authorised to institute, conduct defend, compromise, refer to arbitration or abandon legal proceedings by or against the society or committee or the officers or the employees: and

(13) generally to carry on the business of the society.

80. The members of the committee are to work without any remuneration. But the secretary may be given a specified sum as allowance for doing the work of the society, on the recommendation of the General Body and after the approval of the Registrar. The determination of a suitable rate of payment is very difficult. Ordinarily it should be based on the volume of cash transactions in the society. The amount should be sufficient to attract a man with business ability.

81. The committee shall elect a president and a secretary. A Treasurer also is sometimes elected. In some cases, the President or the Secretary does the work of the Treasurer also.

82. The President shall have a right of supervision over all the affairs of the society. The Secretary is to do all the business of the society, subject to the control of the President. The President shall have the power to appoint, fine, suspend and dismiss the employees of

the society. Suspension and dismissal of the employees require the sanction of the committee. The suits of the society shall be conducted either by the President or the Secretary. The President is competent to sanction leave to the Secretary and depute one or more members of the committee to do the business of the society during the interim period.

83. Due notice must be given to the committee members for convening the committee meeting. Formal notice may however be dispensed with if there are fixed dates, or days for holding committee meetings and if all the committee members are aware of such dates or days. Want of notice for a meeting makes the meeting irregular.

84. The quorum for a meeting of the committee is fixed by the bye-laws. If the requisite quorum is not available, the meeting is irregular and cannot transact business.

85. The committee exercise their powers by resolutions passed at committee meetings.

86. The committee members, being agents, are not liable personally in respect of contracts purporting to bind their society. But any committee member, who is a party to a fraud or to the commission of a tort, is personally liable. A committee member is negligent, if he fails to perform his duty to the society. So long as a committee member acts honestly, he cannot be made responsible in damages, unless guilty of gross or culpable negligence in a business sense. This is a question of fact to be judged by the circumstances of the case. Besides, for negligence, committee members may be held liable as agents and trustees for various other kinds of misfeasance and breach of trust. It has been held recently by King J, in Madras that a past committee is not liable for losses sustained by the society through indiscreet lending. Remedy against a committee member may be sought before the Registrar's Court by means of a reference.

87. The Secretary is the most important officer of the committee. His duties are:

(1) to summon and attend all meetings of the society and of the committee;

(2) to record the proceedings of such meetings in a minute book;

(3) to make disbursements and to receive payments under the orders of the managing committee;

(4) to have charge of the documents and other papers and to keep all accounts and registers required by the bye-laws, to prepare all receipts, vouchers, balance sheets and other documents required for the transaction of the business of the society, to conduct correspondence and to supply all necessary information to the members.

## vi

### *Funds of the Society.*

88. The working capital of a society is made up of:-

1. Share capital;
2. Loans and deposits from members,
3. Loans and deposits from non-members,
4. Loans and deposits from other societies,
5. Loans and deposits from Government,
6. Reserve fund, and
7. Other funds.

89. *Entrance Fees.* The bulk of a society's funds is constituted by items 1 to 6 mentioned in paragraph 88. There is, however, a small item ordinarily included under 'Other Funds' which deserves special mention. This source provides a small accretion to the capital funds of the society. The bye-laws provide that a member should make a small payment as entrance fee for every share he takes up to a specified maximum. The entrance fee makes membership weighty since it necessitates payment for the enjoyment of the privilege of membership. The figure fixed as Entrance Fee is usually so trifling that it cannot be expected to exercise any determining influence. Entrance fee should be accepted only after the individual has been admitted as a member to the society. It should be paid in a lump; no instalment payment is permissible. Entrance fees are intended to contribute to the working expenses of the society and hence it is not re-payable. Entrance fee has to be paid by every new admittant to the society except in cases where the shares are transferred or where a person acquires a right in the share through succession.

90. *Shares.* Shares are distinguished from other items of working capital by (1) their having a certain fixed value, the face value of which may be fully or partially paid up, and (2) entitling their holders to a dividend which is calculated on the annual profit as distinguished from 'deposits' and 'debentures' carrying a fixed and guaranteed rate of interest. Share capital is the most important contribution to the society because it comes from the members of the society ensuring with its payment their loyalty and interest in the institution. The share capital may be classed as:

(1) Authorised capital *i. e.*, the capital which a society is authorised by its bye- laws to raise;

(2) Subscribed capital *i. e.*, the total value of the shares taken up by members.

(3) Paid up capital *i. e.*, the amount of share capital actually paid up out of the sum (subscribed capital) which they have undertaken to pay.

The difference between the subscribed capital and the paid up capital represents the reserve liability of the members.

91. Share is an interest in the society measured by a sum of money. It does not represent the member's portion of capital nor determine his liability. It provides the guarantee of the member which extends to the whole of his property and thus obtains his credit. It is not intended, except secondarily, as a means of furnishing funds. Still less, is it regarded as an investment by the members as in the case of an ordinary joint stock company. Whether a member holds one share or more, all his assets are liable to the society. Share system encourages thrift by insisting on members taking up and gradually subscribing shares. Dividends are paid on such savings. The member has a more direct interest in his own share with its dividend and transfer value than in the indivisible capital of unlimited liability society. In the place of unlimited liability, the exact value of which is difficult to estimate, depositors have as a guarantee a definite share capital. The share is collected from persons who come in not for the purpose of securing any profit from dealings with other people but for the purpose of avoiding other people securing any profit from dealings with the individuals taking the share. Any person who has got the requisite qualification for membership can take shares. He should apply for shares to the committee in the prescribed application form. The committee will then allot to him the number of shares by a resolution of the committee which will be duly recorded in the minutes. Shares can be paid in instalments. A person becomes entitled to the privileges of a share holder on payment of the first instalment. Subsequent instalments should be paid regularly. If any instalment is not paid, he becomes a share defaulter and loses the privileges of a share holder. If a person has paid in full the first share and becomes a defaulter in his subsequent shares, he does not lose his privileges. Share certificates may be issued by the society on payment of the full value of the share If share certificates are lost, duplicates can be had from the society on payment of nominal charges. A share defaulter loses all rights of membership. It is compulsory that every member should take at least one share. But no member can take shares, the value of which exceeds the limit prescribed by the bye-laws. Transfer of interest in the society on the death of a member may be made to his nominee. If none has been nominated, the transfer may be made to the one, who is the undisputed claimant to the deceased, provided he is otherwise qualified. The nominee may however require the value of the share. Withdrawals of shares are not permitted till the lapse of a prescribed period. Applications for withdrawals will be considered only after six months of the date of the application and only if the member has no liabilities to the society. A member can seek to withdraw his share, if he ceases to reside within the area of operations of the society. Where there are disputed claimants to the interest of a deceased member in a society, the claimants should be referred to the Civil Court. The liability of a share-holder lasts for two years after he leaves the society. When a member inherits the

shares of another member, those shares may be added on to his original shares, if he so desires, subject to the limits regarding maximum share holding. The excess share value if any may be returned to the member. If it descends to a non-member, who is willing to become a member, he may be admitted to membership provided he is qualified. If the successor is not willing to be a member, he may be paid off.

92. *Deposits.* Next to shares, the funds of a society are made of borrowings. Borrowings include deposits from all sources and loans. A society may borrow up to a limit. There is no standard by which this maximum is fixed. Usually it is fixed at a figure not exceeding one-eighth of the net total value of the property statement. This does not mean that the society can claim loans to that extent. The maximum only indicates the amount beyond which the society is not permitted at all to incur liabilities. When the society is first organised, the maximum borrowing power is limited on a much lower figure. The maximum borrowing power includes the liability under deposits as well.

93. A deposit and a loan are different in the sense that a deposit is money offered to the society on terms fixed by the society and a loan is money taken by a society on terms fixed by the creditor. The amount of deposits the society is able to attract is an index of the confidence of the public in that institution. Members of societies should be encouraged to deposit their savings in the society as that would be a means of encouraging thrift among the members. Normally deposits should be taken only from people residing in the neighbourhood. The amount of deposits accepted should also be in proportion to the working capital of the society. High rates of interest should not be allowed for deposits.

94. Deposits are generally divided into several classes, according to their periods and conditions. They are:—

*a.* Fixed
*b.* Recurring
*c.* Savings
*d.* Current
*e.* Homesafe
*f.* Chitfunds
*g.* Common good fund
*h.* Kettuthengu

The bye-laws describe in detail the nature of each class of these deposits.

95. Fixed deposits are deposits made for the sake of investment and for earning an income. Such deposits may be short term deposits or long term deposits. Savings deposits are deposits intended to encourage people to save. The most usual rule in connection with the savings deposits is that the depositors are not permitted to withdraw from this account in excess of any amount prescribed in the bye-laws every week and that they can not under any circumstances be used as current deposits. Societies in out of the way places may make a rule that savings deposits can only be withdrawn on specified days and on no other. As a rule, savings deposits are generally accepted on all days during office hours of the banks.

96. Current deposits are deposits made by persons for the custody of their funds for uncertain periods during which they have no use for them. The main feature of a current deposit is that it is withdrawable on demand. In some societies, however, on account of the existence of difficulties about withdrawal of money, rules are in force to the effect that for withdrawal of current deposits over a certain amount, certain number of day's previous notice should be given. As a rule, credit societies experience great difficulty in allowing current accounts to be opened. When reasonable facilities have been provided for obtaining cash promptly, savings bank deposits may be accepted. Every possible effort should be made to induce members to save and put ready cash in the savings deposits.

97. The introduction of home safe deposits has given a great impetus to a habit of saving and the use of home safe boxes by co-operative societies are gradually becoming popular. Home safe deposits are nothing but savings deposits, the only distinguishing feature in this system being that the depositors are allowed the custody of home safe boxes issued by the societies with a view to assisting them in saving money.

98. Sub-rules for chit funds and kettuthengu deposits are given in the bye-laws. As a rule 5% of the current deposits and 25 per cent of the saving deposits should not be used in the ordinary business of the Society. They should be kept in readily available forms.

99. Primary credit Societies should be allowed to accept deposits only on the following conditions.

100. Deposits must not in any way be repayable on demand by a depositor and no Society should make contracts to pay in the alternative at fixed dates or on demand. The Societies usually repay such deposits, when required by depositors, if they are able to do so; but there must be no obligation in the matter. Depositors must rely on their local knowledge of the societies and in no way on statutory protection. No fluid resource need be maintained for deposits of the kind obtained by primary societies.

101. The rates of interest on deposits from members must not exceed that charged by the local Taluk bank on loans to Societies. The rate of interest on deposits from non-members must not exceed that of the local Taluk Bank rate on fixed deposits for one year by more than 1 1/2 per cent. This is however the maximum. Societies should try to get deposits on lower rates wherever possible. The repayment of such deposits must ordinarily be made from recoveries and not from fresh loans from Central or Taluk Banks. Any Society which repeatedly repays its deposits from loans from Taluk Banks should discontinue taking the deposits for specific periods without the Registrar's previous approval. The case of each Society should be considered on its merits The following directions shall be followed by societies receiving deposits.

(a) Only good and solvent societies, whose recoveries are punctual, shall accept fixed deposits payable on fixed dates. As far as possible, Societies should so arrange the period that the deposits mature for payment in the recovery season.

(b) A Society expecting such deposits to mature must keep undrawn a margin from the credit rate granted to it by the Central Bank to the extent of the deposits falling due for payment in that year.

(c) The rates of interest on fixed deposits accepted by Societies shall not be allowed to exceed the rates for like periods offered by the Central Bank by more than 1 per cent and by the local Taluk Bank by 1 1/2 per cent.

102. When a person tenders a deposit, the fact should be intimated to the committee. Members should be encouraged to make deposits to help them to save and to ensure that they take a real interest in the affairs of the society. A society can always deposit the amount in a central institution, if it cannot at once utilise the amount itself. But if a deposit is one from a non-member or is for a large sum, the committee should consider carefully whether the Society is in need of the money. The committee should pass a resolution at once either rejecting the deposit or accepting it and in defining the conditions under which the deposit is received. When persons bring in money, the Secretary should credit it in the cash book and issue a receipt in the prescribed form. Then an entry should be made in the deposits ledger. The society should never offer a rate higher than the banks' lending rate and ordinarily it should be at least half per cent. less than that.

103. *Loans.* A co-operative society receives loans from four sources.

1. Loans from Government.
2. Loans from Taluk and Central Banks.
3. Loans from other societies including Joint Stock Companies.
4. Loans from private individuals, members or institutions.

Loans received from non-members and Joint Stock Companies should be with the consent of the Supervising Union to which the society is affiliated, and the Registrar should sanction the payment of any interest higher than six per cent on loans. The society takes loans because its own capital and locally secured deposits are insufficient to meet the needs of its members. Societies ordinarily get loans only from Taluk Banks and from the Central Bank in both of which the society should take share or shares to entitle them to do business with them. Some societies have joined both the Taluk Bank and the Central Bank and they borrow from both. This is because the societies find that the Taluk Banks are not able to meet their demands properly. It is not uncommon to see a society borrowing from both these Central institutions. It should be the endeavour of every society to confine its loan transaction to the Taluk Banks of the locality to which the society should be affiliated.

104. When a loan is wanted from a Taluk Bank, a committee meeting should be held. The Secretary should place before the committee the list of loans sanctioned to or required by the members and state the total amount required to meet them. The committee should then consider whether the society can meet these demands and if so, whether the amount required or at least a portion of it can be secured as deposits locally. The balance will have to be borrowed from the bank. When deciding to borrow, it is vital to consider the means and feasibility to repay. They should also see what portion of it is wanted for short term purposes and at what time the money will be wanted in each case. Then they should pass a resolution asking for a loan from the Taluk Bank. The Secretary should prepare two separate loan applications in the prescribed forms, one for the short term and the other for the long term loan. The applications should then be forwarded to the Taluk Bank, through the local Union to which the society is affiliated. Taluk Banks act on the recommendations of the local Unions and of the departmental officers. In preparing the application form, the Secretary should take special care to give accurate information on the points asked. He should never fail to enter in the proper place a copy of the resolution of the committee. In the case of long term loans, he must give a list of persons to whom the money is to be lent. The loan applications should be sent with an up-to-date property statement. Societies should send their applications in duplicate. The loan application will be considered by the Union in a committee and transmitted to the department with the least possible delay from where also the application will be duly forwarded, if it is not defective. If the loan asked for is sanctioned by the bank, the bank Secretary will intimate the fact and send a draft pronote to the society. The committee of the society (as many members as are required by the bye-laws) should then execute the bond. The pro-note should then be sent to the Secretary of the bank with clear instructions as to the manner in which the money is to be remitted. When the money is received from the bank, it should at once be credited in the cash book and necessary entry made in the ledger of other borrowings. The members for whom the money is borrowed should be sent for and paid without delay. The money borrowed should, if possible, be issued to members on the very day of its receipt from the banks, so that there may be no loss of interest to the society and no risk for the society of losing the money.

105. The property statements, on the basis of which loans to societies with unlimited liability are granted by the banks, are very important documents. The committee as well as the members should fully know the method of its maintenance and use. One page in the register should be allotted to each member. The entries should be made as soon as a society starts work and on the admission of a new

member, on information supplied by the local revenue officer. New entries should be made every year. It is not absolutely necessary to consult the revenue officer at these revisions, because members living in the same village ought to be cognisant of any changes that may have occurred in the status of one another during the year. Every care should be taken to get full entries. They should be made by the secretary at the dictation of the committee at the monthly meeting preceding the annual general meeting. The maximum normal credit is usually fixed on a consideration of the area of the land actually cultivated by the member and the nature of the tenure. The details vary from district to district and no uniform rule can be made. The matter should be settled at a district conference attended by the directors of the Taluk Bank and the committee members of the society. The decision arrived at afterwards should receive the approval of the Registrar. The committee in fixing the figure should also give due weight to the previous conduct of the member in his relation with the Society. The Bank Supervisor must verify all the entries in the property statement. He should in verifying make enquiries from non-members also including the revenue officers and should see with his own eyes all the livestock enumerated in the statements.

106. An abstract of the entries should then go to the financing bank to enable the latter to fix the maximum normal credit of the Society before loans are issued. The property statement, if properly maintained and verified is of valuable assistance to the inspecting officers for, by a scrutiny of the figures. they are able to tell whether a loan was rightly issued and whether it has been utilised for the object mentioned in the application form. All auditors, Inspectors and Supervisors should therefore check the entries of the property statement and make full use of the information obtained therein. The maximum normal credit once fixed should not be altered, except at the annual or half yearly meetings. Ordinary loans should not be issued in excess of the the maximum normal credit. Property statements are confidential documents.

107. Loans from banks should be taken in consideration of the requirements of the members. A forecast of the Societies' requirements should be made before the beginning of each year so that those members who require loans may get them in time. If Societies find that they are unable to pay back the loan in time, they can seek extension of time for the repayment of the loan.

## vii.

## *Employment of Funds.*

108. The chief object of a credit co-operative society is to supply credit to its members. It helps members by giving loans to them. A registered co-operative society can lend only to its members. The bye laws explicitly state that no member can claim a loan as a matter of right. This is because the society always wants to reserve to itself

the right to base the granting of loans on the character and antecedents of the borrowing individual. The bye-law gives special discretion to the committee in this matter. The committee has to use this discretion with reference to the urgency of the needs of the members and funds at the disposal of the society. It will be noted that the issue of loans is the most important function of a co-operative credit society and the success or otherwise of a society depends chiefly on the standard and method of distribution of loans. One of the guiding factors which control the committee in the issue of a loan to a member is the purpose for which a loan is wanted. A society aims at giving increased economic strength to its members and all loans issued by the society should serve to bring some sort of economic benefit to them. Loans shall be given only for useful purposes. A loan is ordinarily considered useful, when it is able to give to the borrower a return which will enable him to repay not only the principal and interest but also secure him some profit. If the loan is not able to bring such surplus and if, on the other hand, the borrower is obliged to repay the loan from his capital, there can be no doubt that the loan has not served its purpose and has made the borrower poorer for that. An ordinary villager is not likly to gauge the utility of the purpose of a loan unselfishly. It is therefore the duty of the committee to examine the utility of a loan for him. They should therefore conduct a proper enquiry into the purpose of the loan. A rigid interpretation of the term "useful purpose" should not however be made. Loans can be divided into (1) Productive and (2) unproductive. Productive loans are those which will yield a return, which will enable the borrower to pay off the loan and to put by something as profit. A productive loan therefore liquidates itself. Unproductive loans are those which expend themselves and which at the same time do not yield to the borrower anything by way of profit. Unproductive loans are not always unnecessary. Social expenditure, family requirements etc., are unavoidable but unproductive. Loans for these purposes cannot be prohibited but they can be minimised to a great extent. It is here that the propagandist in the Society comes in. If the Society by precept, influence and direction is able to inculcate the habit of thrift among the members by minimising social expenditure to the lowest possible level, the society has achieved its object.

109 The loan application should contain the purpose for which a loan is required. It is the duty of the society to see that the loan is utilised for the particular purpose which is stated in the loan application form. Honesty in this matter on the part of the borrower is essential. It helps him as also the society. He should write only the true purpose and should utilise the money for the same purpose. Productive loans have a definite relation to the repaying capacity of the borrower. Loans are often classified according to their purpose and periods.

Loans can be granted for the following purposes:—

Class I. (1) Cultivation expenses including

(a) purchase of manure for annual manuring, seed and minor implements,

(b) wages for agricultural labour,

(c) hire of ploughs, cattle, etc.,

(d) purchase of fodder for cattle and veterinary charges,

(e) minor repairs of cattle sheds,

(f) annual and minor repairs to water channels, wells and tanks.

(2) Domestic expenditure including
  (a) purchase of food and clothing, etc.
  (b) minor repairs to houses.
  (c) medical expenses,
  (d) expenses of recurring ceremonies,
  (e) payment of school fees and purchase of books, etc.

(3) Payment of kists (tax);

(4) Liquidation of petty debts:

(5) Advances to petty traders for trade purposes.

(6) Advances to artisans for implements and material.

Class II. (1) Purchase of cattle and carts.

(2) Construction and repair of buildings.

(3) Expenses on account of land including
  (a) purchase of land,
  (b) improvements, levelling, reclamation, draining of lands occasional heavy manuring,
  (c) construction and major repairs to irrigation supplies including private tanks, wells, channels.

(4) Non-recurring important ceremonies.

(5) Repayment of prior debts.

**110.** Class I.—Loans. —(a) In the case of ryots and others whose main income is derived from agriculture, these loans should be strictly repayable at the harvest, but extensions may be given on depositing the produce. All sums due should then be strictly repaid on sale of the produce. Only produce which is to be sold should be accepted in deposit, and grain, which is ultimately intended for house consumption, should not be accepted.

(b) In the case of wage earners, petty traders and artisans, these loans should be given for a period not exceeding one year but not necessarily for so long a period. The precise number of months for repayment should be definitely fixed taking into consideration the monthly wage and the purpose, and bearing in mind that loans for the purchase of food or clothing should invariably be repaid within the period of consumption or wear.

111. Class II.—Loans should be given for periods not exceeding five years. The precise period should be fixed with reference to.—

(a) the period for which the society has got a loan to meet their demands.

(b) the members' ability to repay, and

(c) the purpose of the loan. (Madras Manual).

112. Examined from the point of view of purpose, loans are classified as short and intermediate term loans. In some cases, the credit limits of members are assessed within the average annual paying capacity, which is differently interpreted by different persons while. in others, they are based on the net savings alone which are arrived at after deducting the expenses for agricultural operations and maintenance from the gross income. Loans are required by the members for annual cultivation, household and other current expenses repayable from the next immediate crops. They need money also for the purchase of cattle, for marriages and other social expenses, the repayment of old debts and other purposes. It can be paid back in two or more years from savings. For this, credit minimums for both accounts of purposes should be fixed. Else members will be under-financed, with the inevitable result that they will borrow from outside. Unless a member has already made provision from private resources for any of the expenses of annual cultivation, household or current needs, he will require loans for these purposes. Loans taken for such purposes can be repaid in two or more instalments from savings. For the proper fixation of credit limits, therefore, the annual paying capacity should be divided into two parts:—(1) for short term loans incurred for annual cultivation, household and other current expenses, and (2) for intermediate term loans. Having distinguished the annual paying capacity in this manner, credit limits should be fixed with reference to the nature of loans. The first should be distinguished as the credit limit for short term loans, which should not exceed a member's requirements and which should be nearly equal to the paying capacity and the second the credit limit for intermediate term loans, which should be a multiple of the savings and fixed deposits in proportion to the number of instalments required for the same. In both the cases, it should be remembered that some margin will have to be left for interest so that the instalment on account of principal and interest should not exceed the paying capacity. Tho above method of fixing the credit limits may be explained by the following example:—

Supposing the gross income of A is Rs. 500 and for his cultivation expenses he requires Rs. 200, for household expenses Rs. 120, for the payment of rent Rs. 20 and for other dues Rs. 50, his net savings will be Rs. 80. If now he keeps sufficent grain for his household consumption and pays rent and other dues from his private funds, but has no more money, for some reason or other, for his cultivation expenses, he can be advanced (1) a sum which, including interest. will amount to Rs. 200 and which he will be able to pay out of his gross income next year, and also (2) as many times of Rs. 80 as the number of instalments which can be granted to him for the loan he requires for the purchase of cattle, etc. His credit limits will therefore be up to Rs. 200 for short-term loan and, if he requires a loan [illegible], for purchase of bullocks, repayable in three instalments, upto the sum which, with interest, will amount to Rs. 200 for an intermediate term loan.

113. If crops fail, instalments should be refixed with reference to harvests.

114. While granting intermediate term credit and fixing instalments for a longer term than the usual on account of failure of crops, the value of the borrowers property or assets should also be taken into consideration.

115. Loans for unproductive purposes should be discouraged.

116. Strict supervision is essential. Only such societies as are under proper supervision should be fully financed.

117. *Amount of loans.* The actual amount of loans that can be given to a member is dependent on each particular case, regard being had to the purpose of the loans, the standing and character of the applicant, his repaying capacity and the security he can give. The instalment of repayment should be fixed in relation to the repaying capacity of the borrower. The proper maximum for the amount that each man should be allowed to borrow is the maximum that he can be expected to repay. This principle must be followed. When a ryot cannot repay what would be required if a loan were given, he should not be given the loan. No loan should be granted which cannot be repaid on the terms on which it is given.

118. All members are eligible for loans. Applications for loans should be made in prescribed forms and no loan should be issued till the society obtains a proper application form from the borrower. Societies should always give preference to short term loans as primary co-operative societies are not intended to liquidate the prior indebtedness of the villager. Every loan should have two sureties. Each member when he borrows a loan should produce two sureties from among the other members. Although a village society has joint responsibility and unlimited liability, it should be remembered that this refers only to debts owed by the society and can be enforced only by outsiders, for example, the Central or the Taluk Bank from which the society has borrowed money. The society can protect itself against dishonest members only by insisting on sureties in all cases. The surety system should be properly enforced. In other words, if the actual borrower fails to pay on the due date, the surety, or sureties should be pressed and compelled to pay on behalf of the defaulter. If this practice is observed, sureties will take care that the amount and the purpose of the loan are reasonable and they will also watch that the money is actually applied to the purpose for which it is given. In many societies, sureties are taken as a matter of form and their obligations

are seldom enforced. This is very unsatisfactory. The committee, when they accept any sureties, should see that one man does not guarantee the debts of a large number of borrowers. Moreover, a man whose own dealings are unsatisfactory or who is unpunctual should never be accepted as a surety for another. Mortgages of property are not often accepted in credit societies here but they are not forbidden. Where a committee considers it necessary to take security of this nature the financing bank should be consulted and also the Registrar if necessary. The formalities with regard to the registration of such documents should be carefully observed.

119. When a member wants a loan, he should either go to the secretary and furnish the particulars necessary for filling in the columns of the loan-application register or he should appear before the committee meeting to give the particulars wanted. The following points should be considered by the committee before they come to a decision on a loan application.

(1) Has the member been punctual in regard to the payments of his dues hitherto?

(2) Is the member really in need of the loan asked for?

(3) Is the purpose one that is authorised by the bye-laws?

(4) Is the whole of the loan necessary, considering the purpose for which it is asked for?

(5) Is he capable of repaying the loan asked for?

(6) Is the security sufficient for the loan? If not, should the amount be reduced?

(7) Is the loan urgent or can the applicant be reasonably expected to wait till a more convenient season?

(8) Considering the purpose for which the loan is taken and also considering the repaying power of the applicant, what is the period for which the loan has to be given?

(9) What are the most convenient times for payment of instalments?

120. When the committee comes to the decision on these points, it should record a resolution carefully. The resolution should be framed in very detailed language. When a loan is sanctioned, the secretary should send for the member and get the required points from the member and the sureties. On receipt of the bond, the secretary should debit the loan amount in the cash book, take the signature of the borrower in the ledger in token of the actual receipt of money, and then, and not till then, make the payment. The secretary should thereafter make the entries in the loan ledger.

121. After the loan has been disbursed and the borrower has been given adequate time, it is the duty of the committee to inquire whether the money has been spent on the object for which the loan was

taken. In a village it is impossible for a member to deceive the committee in such a matter. It is exceedingly important that if the loan has not been properly used, the money should at once be recalled or that some other suitable punishment should be inflicted on the delinquent. This enquiry regarding the utilisation of a loan should be made separately by each member of the committee and if possible by each member of the society because the loan is issued openly at a monthly meeting and the manner of its use should be the main item of business at the next monthly meeting. The fact of the inquiry and orders passed thereon should be carefully recorded in the minutes. It is also the duty of the supervising staff of the financing institution to inquire into the utilisation of loans at each visit to the society. They should record the result of their enquiry in the inspection book of the society and should report to the executive committee of the bank any irregularities they may discover.

122. The secretary should inform the committee at each monthly meeting all instalments that are due during the next two months. The committee should send for the members from whom repayments will fall due and warn them. Every endeavour should be made to secure punctual repayments on or before due date. The member should make the payment to the treasurer or the secretary, preferably in the presence of the committee or the president. The easiest arrangement is to collect the money at monthly meetings. The society, for the sake of safety, should keep only as little cash as possible in its own custody. The committee should arrange for prompt remittances to the bank. No hard and fast rules in this respect can be suggested. The amount that may be kept in hand by the secretary or treasurer must not normally exceed ten rupees.

123. If a member makes default, both he and his sureties should be pressed to pay off. If there is any adequate cause for the non-payment, the member should at once apply to the Committee for extension. Whenever possible an application for extension should be made before the due date. The committee will very carefully consider the matter and grant a suitable extension only if the causes are satisfactory and not simply because the amount has become overdue. If the extension granted to the member makes the society unable to pay the instalments due from it to the Central Bank, then the society should also apply to the Central Bank for an extension and the extension granted by the society to the member should depend on whether the Central Bank is agreeable to the extension or not. All extensions should be carefully recorded in the proceedings of the society.

124. At the close of each working year, signed acknowledgements in writing of outstanding liabilities should be obtained from every borrower. Reloaning of excess collections is a very dangerous practice and societies should not indulge in it. Village societies may advance loans on the pledge of produce or standing crops.

125. Punctuality should be strictly observed by members in meeting their obligations to their society. There is an ever increasing slackness

on the part of members in repaying their debts. Some of the most general of the causes of this slackness are:—

1. The demand may be for large loans to repay prior debts. Generally inadequate attention is paid to the repaying capacity of the borrowers. The societies are not able to meet these demands. The small loans do not completely relieve him of his indebtedness. His small income may be sufficient only to meet the pressure of his other lingering debts, which may not leave a margin for the repayment of the cooperative loan.
2. Effect of bad seasons. (To combat this, extensions may be given.)
3. Illiteracy of members and ignorance of co-operative principles resulting in disinclination to repay until pressure is brought to bear on the borrowers.
4. Inefficient management. Committee grows indifferent and fails to take any steps to collect member's dues punctually. It may be that committee members themselves become defaulters in respect of loans in their names, or indirect loans taken for their benefit. Prompt action is not taken against defaulters. Decrees are not executed. Business-like habits can be achieved only by selecting honest and competent men as committee members, arranging for their training and appointing better trained supervisors from outside. Supervision by Unions should be more systematic and thorough.

## viii.

### *Rate of interest.*

126. The rate of interest should be as low as possible. It should approximate the bank rate and be lower than the moneylenders' rate. Co-operative money should be cheap money. The rates at which societies are able to borrow depends on their reputation and on their resources. A strong reserve and a good reputation for sound business management facilitate borrowing at low rates. The rate at which the society is able to lend depends on the rate at which the society is able to borrow. It is therefore necessary to build up a strong reserve fund as soon as possible and to build up a good reputation of sound business. The bye-laws provide that a penal interest should be levied on defaults. The extent of penal interest has given rise to considerable discussion in the past. The Maclagan Committee on Co-operation pointed out that, while not free from legal difficulties in connection with its enforcement, it had not been effective and that it tended to supplant personal pressure on societies, which should be the first step taken. There is no doubt that, penal interest is unco-operative. When a loan is taken by a member,

the dates for re-payment should be fixed with reference to the purpose of the loan and to his income. If he defaults, it is either wilful or due to circumstances beyond his control, such as failure of crops, illness etc. In the latter case, it is certainly not desirable to enforce payment of penal interest; but in the case of wilful default, the loan should be recalled and the member expelled from the society in actual practice. It must be recognised that the remedy stated above cannot be enforced when defaults are too frequent. There exists therefore a view that some punishment as penal interest is necessary to enforce punctuality in repayment. Experience of repayment in areas where penal interest is in force does not however show that it has been very effective. The question now arises whether any alternative system can be recommended for adoption by Central Banks and societies. In some places, the system of rewarding punctuality has been introduced with good results. The system provides for the grant of rebates for punctual payment. At first sight, there may appear to be very little difference between rewarding punctuality and penalising default. But the spirit of the one is entirely different from the spirit of the other. The grant of remuneration for punctual payment makes no provision for unpunctuality and so does not suggest unpunctuality to members but the penal measures actually suggest the failings to the members. One is the spirit of co-operation and the other is the spirit of money-lending. Apprehension has, however, been expressed that the rebate system is likely to lead to abuses and paper transactions. Although these apprehensions may to a certain extent be justified and although it may be a hard task to persuade village societies that the system does not actually involve a higher rate of interest except in case of wilful default, the rebate system is well worth a trial, with a view to rewarding punctuality rather than penalising unpunctuality.

127. All societies should issue receipts to every member making payment to the society at the time of making payment and should get the payment by him immediately entered in the books of the societies. No member should make any payment to a society without taking in return a receipt for the payment made by him or without getting the payment made by him entered into the pass book then and there.

## ix.

### *Profits.*

128. As an unlimited liability society does not function for the sake of profits and profiteering is definitely excluded from its functions, it is the general rule that a society with unlimited liability should not distribute profits among its members. A deviation from this rule is however made in respect of societies with unlimited liability and with shares. The principle is that a person who invests money in shares

should get its interest apart from the sacrifice that is involved in investing money in co-operative societies. But a restriction is made in the rate of dividend that is allowed to shareholders. The bye-laws say that a dividend paid by an unlimited liability society should not exceed six per cent. The net profit is arrived at after deducting the expenses from the gross profits. Out of this profit, one fourth is to be set apart towards reserve fund. After this allocation to the Reserve Fund, a sum not exceeding 7½ per cent of the profits may be allocated to a common good fund. The claim for dividend arises only on the balance. Any amount which is left even after its distribution as undistributed profits may also go to the reserve fund. In some places members agree and bind themselves by their bye-laws to re-invest the profits on shares in the society as additional shares. This is a good rule calculated towards the accumulation of savings.

### X.

### *Reserve Fund.*

129. The Reserve Fund is one of the most substantial and important assets of a society. This is the only asset which belongs to the society. As such it is not liable to be repaid to any one. It is meant as a provision against unforeseen losses. To prevent its being drawn or utilised for frivolous reasons, there is a statutory prohibition against its utilisation without the Registrar's sanction. The reserve fund is a strong safe guard against the rigours of unlimited liability. It gives greater confidence to financing banks and depositors. The reserve fund should not be mixed up with the working capital of the society. It must be easily available. It is invested outside the society and never used for its own business without the sanction of the Registrar. Normally it is to be invested in the taluk banks and where there are no taluk banks in the central bank. Institutions of investment should be approved by the Registrar. No individual member has any right in the reserve fund. As the law stands, no reserve fund should be used in the ordinary business of the society. On the liquidation of a society, the reserve fund should be utilised towards the liquidation of its liabilities and any excess must be utilised as is provided in the bye-laws. Utilisation of this fund to objects not specified in the bye-laws would be illegal.

### XI.

### *General.*

130. Any dispute touching the business of a society should be referred to the arbitration of the Registrar. This is compulsory. This subject will be dealt with in another portion of this book. The cancellation and winding up proceedings of a society will also be discussed later. The registers and forms to be used by unlimited liability societies are appended.

# CHAPTER IV.

## NON-AGRICULTURAL CREDIT SOCIETIES WITH LIMITED LIABILITY.

### i

### *Limited Liability Societies.*

131. Co-operative credit societies for non-agriculturists are constituted almost on the same lines as co-operative credit societies for agriculturists. There are, however, small differences in the constitution and working of these societies from those of agricultural credit societies. These differences are mainly due to the difference in the surroundings in which the societies work and the consequent problems arising therefrom. Non-agriculturists most of whom are artisans and traders need co-operative credit as much as agriculturists. The requirements of both these classes are identical. They possess no assets on the security of which they can demand credit from outside. They have no references to give, on the basis of which they can command credit. They are in numbers too numerous to be ignored. There is the money lender's bane amongst them as much, if not more. They are a sort of floating population. This does not mean that they are always moving about, but only implies that so far as their habitation is concerned, they are much more mobile than the agriculturists. Their credit needs are more brisk than that of agriculturists and their financial requirements are for shorter periods than agriculturists. An agriculturist wants money to be utilised for his agriculture, while the artisan or trader wants money for business. Money in this case is not locked up for any length of time as it would be when it is used for agriculture. Repayments consequently can be commanded at shorter intervals. Fixing of monthly instalments for repayments therefore is not improper. Instead of an elaborate enquiry, which is necessary in respect of loan application of members of unlimited societies of agriculturists, a general assessment of credit of the borrower is made in this type of society. It has got greater affinity to joint stock banking and therefore it calls for more expert management. Honorary service in unlimited liability societies gives place to a paid staff in this type of societies. But the co-operative method essentially prevails in this institution also. Loans are given only to members and are given only for useful purposes. The management is strictly democratic and profiteering is prohibited by a definite restriction of dividend. The area of operations is also limited so that mutual knowledge is made possible as far as circumstances would permit.

132. The most important difference between these two kinds of societies is the difference in the basis of their liabilities. While all agricultural credit societies are by statutory requirements compulsorily made unlimited liability societies, non-agricultural societies are given the option of accepting either unlimited or limited liability. Non-agricultural societies with unlimited liability are very rare. The character of corporate feeling and the absence of reciprocal knowledge between members

make it more convenient for people to accept the limited form o liability in this type of society. Limited liability means that the liability is limited to the shares held by the member or limited to such amount as the member may undertake to contribute to the assets of the society in the event of its being wound up. The liability is for the debts of the society in the event of its liquidation. The sum for which the individual member is liable cannot be less than the share value and the amount of liability attaching to the share must be fixed by the bye-laws. The reduction of amount of liability touching each share could only be effected after publishing a notice and informing the creditors if any, because it is for the creditor's money that the liability exist. Non-agricultural societies with limited liability require special care as they show a tendency to forget the co-operative principles. The purposes of the loans should be scrutinised. The committee should see that the loan is applied to the purpose for which it is given. The Maclagan Committee on Co-operation held that as a general principle liability in non-agricultural credit society should be limited only:

(1) when the clientele is fairly well to do,

(2) when owing to local conditions, full mutual knowledge can be easily secured among the members and

(3) when the share capital is adequate to the business undertaken.

133. It is very important that such societies should also limit dividends, insist on punctual repayments and fix maximum loans for each member. Ordinary banking principles should be strictly adhered to.

134. The limitation of liability imposes on these societies the necessity of building up a substantial owned capital, as only owned capital can raise outside credit. If a society has little or no owned capital, depositors might not care to invest their money in it, nor would the financing institution be willing to give it loans. Owned capital is built up primarily by shares. As in the unlimited liability societies, these limited liability societies also accept a small sum as entrance fee from the members on their admission. This goes to the working expenses of the societies and is not returnable but this by itself is a very small amount. The owned capital is therefore raised chiefly by the issue of shares. The value of these shares is generally fixed between five and ten rupees, so as to encourage all ordinary people to become share holders. It is compulsory that every member should take at least one share but there is a statutory prohibition that no individual member can have any claim or any interest in the shares of a society, the value of which exceeds one thousand rupees. Unlike unlimited liability societies, the dividend that could be given on each share is increased to a higher percentage in these societies, so that persons are encouraged to take more shares in the society. Normally a man should like to get a higher dividend on shares than a smaller percentage of interest by investing his money in deposits. The rules lay down that less than one

tenth of the net profits shall be carried to the Reserve Fund. The paid up share capital and the compulsory reserve fund together form the owned capital of the society. It is therefore the greatest necessity of these societies to see that their share capital and the reserve fund provide the chief security to the creditors. The bye-laws of limited liability societies therefore prescribe certain restrictions on the withdrawal of shares. Normally no member is permitted to withdraw any of the shares held by him in the society within five years from the date of admission but a member may withdraw shares with the consent of the managing committee after that period, provided, firstly that he has given at least six months' notice of the withdrawal, secondly that the total amount of share capital that is permitted to be withdrawn in any one year does not exceed 10 per cent of the aggregate paid up share capital of the society as it was on the last day of the previous year, thirdly that there are no debts due from him to the society and fourthly that there are no debts due to the society in regard to which he is surety. When a member withdraws his shares, he shall be paid back the share capital actually paid by him with the dividend declared, if any, but, notwithstanding any of these provisions, if a member ceases to be eligible for membership, the society shall remove his name from the list of members and shall pay back within a reasonable period to such member the share capital actually paid by him with the dividend declared, if any after deducting therefrom the moneys, if any, due from him to the society either as principal debtor or as surety. Notwithstanding, the provisions contained in the byelaws, the managing committee may retain a member when any liability is outstanding against him." The owned capital itself is not sufficient to cover the business requirements of the society. The society therefore raises its funds by receiving deposits from members and non-members and by getting loans from financing institutions.

## ii.

### *Urban Banks.*

135. Urban Banks are Non-agricultural credit societies with limited liability working in urban areas. The success or otherwise of an urban bank is measured by the amount of deposits it is able to attract. A successful urban bank does not have the necessity of borrowing from any financing institution, as it is probable that they would receive all the money they require from deposits. In fact, it has been the experience outside that these urban banks have succeeded to an admirable degree in attracting large deposits bringing into the movement, vast resources which would otherwise have been diverted into other channels or have lain idle. The success which they have achieved in receiving deposits has enabled urban banks to be largely independent of financing institutions and although central banks are always ready to finance them when necessary, it has been usual to discourage urban banks from borrowing from central banks and to induce them to take local deposits, which

would not be available for central banks. This does not however debar an urban bank from looking up to the central bank for loans in their early stages. But it should be the aim of all urban banks to limit borrowing to the minimum from central institutions. When urban banks have worked for a sufficiently long time, they should cease to take any loan from the Central Bank and then satisfy themselves with cash credit accommodation from the central bank.

136. There are two points which require to be specially mentioned and emphasized in regard to receiving of deposits by urban banks. Indiscriminate acceptance of deposits by urban banks should be avoided as far as possible, especially in cases where the urban bank has got no cash credit accommodation with any other financing institution. It is likely that the depositors would require the return of their money at prescribed periods. The necessity to return large amounts at fixed periods would require the accumulation of collections. The bank would lose the interest on these collections, if they have to be accumulated like this. Further, it would offer an irresistible temptation to the office bearers of the bank to misuse the money. It would therefore be better that large single deposits are refused or large single deposits are made to be split up into small deposits, which could be repaid without heavy accumulation of collections.

137. Great care should also be taken in fixing the rates of interest. It should always correspond with the rates obtainable in the money market. The rate should be certainly cheaper than the rate at which loans can be obtained from the central bank.

138. The urban banks have great responsibilities to discharge in co-operative finance. It is their duty to popularise deposit banking and introduce modern banking practices among their clients. Though these banks accept all kinds of deposits, which unlimited liability societies accept, the principal types they receive are the fixed savings and current deposits. So far as the members are concerned, nothing is more suited to inculcate the habit of thrift in them than the current deposit. The ordinary artisan and the trader might not have spare money necessary for investment as a fixed deposit. Savings deposits are more useful to him than fixed deposits, as it would encourage him to accumulate savings. But the proportion among members that would be able to lay by something for saving purposes will be very small. These deposits have the disadvantages of getting themselves locked up and not serving the depositor in time of his need. He is not permitted to have it as and when he requires. This can be done only by current accounts. It is a means of keeping money and making payments. Unless urban banks in fact succeed in providing more facilities for keeping current accounts, their members and the general public will not find their services useful except when they have to take a loan. When the members of a society know that they can have their money on demand without any trouble, they would be more inclined to keep it in a bank than run the risk of losing it, or wasting it by keeping it with

themselves Provision of current account facilities is a very successful method of encouraging the habit of deposit among members. It is the experience of urban banks that current accounts once begun are very rarely operated upon for withdrawal. Side by side with current deposits, the cheque system may also be introduced by which the use of cash could be economised. Of course the current account transactions require legal knowledge and a trained staff in the bank. It also requires more business-like habits but an urban bank can afford to keep a trained staff for this purpose and it would be really serving a great need, if the current account system is successfully carried on in urban banks. Urban banks must encourage thrift among their members. The channals of wasteful expenditure should be closed. It must collect dribblets from among members, and teach them to save.

139. The question of deposits and loans brings us to the consideration of the question of the borrowing power of an urban bank. Unlike village societies, the borrowing power of an urban bank is fixed with reference to its paid up share capital and reserve fund. Proportion of borrowings to the share capital and reserve fund varies from four to five times of the latter.

140. Acceptance of deposits carries with it the responsibility of maintaining a judicious control. It is highly essential that the bank must meet the demand of depositors punctually. If it is not able to do so, the credit of the bank will collapse. Hence the bank should always keep a certain amount of their resources, in easily realisable form. These liquid assets or fluid resources, as they are called, should bear a certain proportion to the deposits held by the bank.

141. It is essential that the bank should maintain sufficient fluid resources to provide for the withdrawal of deposits. The rules for maintenance of fluid resources are rather loose in all parts of India. Generally the Registrars lay down the standards for fluid resources. In provinces there are no rules at all. The Reserve Bank is of the view that the degree of fluidity of sound commercial banking should even be surpasssed by co-operative banks, in view of the much longer periods for which agricultural loans are granted as compared with commercial credits. The proper sources for the construction of fluid resources are fresh deposits and loans repaid in cash. The rules lay down that every limited liability society shall maintain fluid resources in respect of deposits and loans received from individuals and bodies other than co-operative societies and cash credits are granted to societies to serve as cover for deposits in such societies. The form and standard by which such fluid resources have to be maintained will be fixed by Government from time to time.

142. A good deal of the efficiency of the management of the banks will consist in an intelligent application of the rules regarding fluid resources, so as to avoid unnecessary or excessive retention of cash resources, at the same time, regulating them with intellegent foresight, so that they may never fail when they are actually required. Every bank

maintaining fluid resources should maintain a register showing from day to day the extent of the fluid resources required and maintained by it. Unless the Bank's position is thus watched from day to day, it may easily tread on dangerous ground and bring disaster on itself.

143. It will be realised from what has been said above that the management of an Urban Bank is not so easy as that of a village society. It is essential that the management should be in efficient and expert hands. The committee of an Urban Bank has got a greater responsibility than that of a village society. It must keep a constant watch over the business transactions of the bank and for this it is necessary that it should employ competent and trained staff. The staff should possess qualifications in the techniques of co-operation, book-keeping, accountancy, and ordinary banking practice. The accounts of the urban banks should be kept on up-to-date lines. Provision should be made for concurrent internal check on the accuracy and regularity with which the accounts are kept. "No bank should grudge to spend the money required for securing the necessary expert management", It will ultimately and surely increase their reputation as well as their finance.

144. Loans from urban banks would be given only for short terms and on personal securities. Long term loans on mortgage security should be avoided as far as possible. The principle should be that the money given out on loans should be available at call and that money should not be locked up in securities from which realisation can be had only through the cumbersome procedure of execution.

145. The margin between the rate at which money is lent to members and the rate at which deposits are securable is larger in urban banks than any primary society. And hence profits of the former are generally larger. The banks are given a greater discretion in the matter of distribution of their profits. The Banks are required to set apart only one-tenth of their net profit to the reserve fund and they are allowed to pay a dividend not exceeding 7 1/2 per cent. The proportion for the common good fund is the same as in a village society. Subject to these, the banks may dispose off the net profits in such manner and for such purposes as are prescribed by the bye-laws. Some societies provide for bonus to the secretaries and honoraria for the directors. They set apart some portion of the profit to the building fund and another portion to the dividend equalisation fund. No society should take into account unrealised overdue interest for the purpose of declaration of dividends. The reserve fund should be invested in some other institution preferably in the Central Bank. An impression seems to have gained ground in certain quarters that it is not permissible to construct an office building or have a prominent business place for a co-operative society (Urban Bank) except with its accumulation in a special fund in the building fund which is created out of the actual profits. This impression is groundless. As a matter of policy, a society may have to decide whether the early possession of its own building is from a business point of view essential and whether it should acquire such premises

partly or wholly out of its accumulated savings. The utility of creating a building fund before a building scheme is launched is that it saves the society interest charges on funds locked up on land. If the society finds that its present habitation is inconvenient for carrying on its business properly or that it retards or hinders further progress or expansion and that the immediate construction or acquisition of an office building will not only do away with the above disadvantages but will also enhance its profit-earning capacity without crippling its activities, it will be a good policy for the society to incur the expenditure involved from its working capital.

iii

*Industrial Bank.*

146. This is an ordinary limited liability credit society with the difference that it restricts its membership to small industrialists and non-credit societies and that loans are granted only for industrial purposes.

Registers and forms to be maintained by limited liability primary societies are appended.

## CHAPTER V.

### SPECIAL TYPES OF CREDIT SOCIETIES.

147. Among non-agricultural credit societies with limited liability, there are some special types which deserve particular treatment in this manual. They are societies for employees of Government, factories, municipalities etc., fishermen's societies, societies for backward communities and grain Banks.

I.

*Employee's Societies*

148. There is a large amount of indebtedness among middle class Government servants. Once they get into debt they find it extremely difficult to get themselves extricated from the same. Their family obligations consume the expenditure of the whole of their income. They have nothing tangible to offer as security. Hence borrowing is also rendered difficult. Apart from this a sense of self respect and official prestige make it impossible for them to make their difficulties public. This very reason compels them to have recourse to the money lender, who availing himself of the chance, charges them usurious rates of interest. There are, on the other side, thrifty persons among these Government servants. They are able to lay by something. But they have no scope for investing their savings. The joint stock banks and savings banks afford a very low rate

of interest. Sometimes their savings might not be so big as to permit them to deposit for long periods. The little money they have will be too small for fixed deposits. Their position also prohibits them from undertaking private money lending It has therefore become the function of the employee's co-operative societies to bring together such borrowers and savers on terms of advantages to both. Ordinary credit societies are formed which confine their activities to a particular office or department of Government. This encourages a certain degree of mutual knowledge and community of interest. Their transaction enables them to pay for the necessary staff and to secure adequate profits. The by-laws of the societies provide for the payment of a reasonable dividend and the building up of a reserve fund. Societies of this type can thrive only if the head of the office or the head of the department takes a keen interest in its working. It should be noted that it is impossible, even if it were desirable, to organise the employees of an office into a true democracy. There is a lack of equality and intimacy between the higher and lower paid men. A good employees' society increases the efficiency of the staff of an office by removing a lot of worry of the members It also takes away the temptations of dishonesty The society works as an additional and strong link in the chain that binds the employees to the business. The head of the office can assist the society by presiding over the general and committee meetings, thus giving the committee the advantages of his business capacity and also of his knowledge of the members and their means and at the same time, exercising a beneficient supervision over the affairs of the society. He can permit the members to repay instalments of loans by deductions from their pay. This concession is a *Sine qua non* for the success of the society, since so long as the member continues in the employ of the department or firm, a sum owed by him to the society is collected automatically and the society can issue loans more freely and with greater confidence, than would otherwise be the case. If the system is not adopted, there is very serious temptation for the members to spend their salary before paying instalments due to the society and the latter often experiences the greatest difficulty in making realisations. Loans should be issued only on the personal surety of two other members. Like urban banks, they can receive deposits for funds. The Registrar may be consulted as to the nature and amount of the fluid resources that are to be maintained in the society. Other details of working are similar to that of limited liability societies.

149. Besides this, special societies are organised for Municipal employees, factory operatives. mill hands, etc. Such societies are also exceedingly useful for although this class of men earn fairly good wages and have more or less constant employments, they are often afflicted and succumb to the manifold temptations of the modern world. They usually get into debt and once they are in the clutches of an extortionate or unscrupulous money lender, they find that practically all that they earn go to the latter except what is necessary to keep them barely alive. This impairs their efficiency and thus is inimical to the employer also. Credit societies for their employees should therefore receive the special support

and assistance from the heads of factories and the chairmen of municipalities. The provisions detailed above regarding the organisation and administration of co-operative societies among Government servants apply with very few modifications to these societies. Recovery of loans may be made by deductions from the various bills.

### II

### *Fishermen's Societies*

150. Fishermen's societies devote attention to saving as well as to lending. The fishermen get tolerably good income during fishing season The difficulty with them is that they spend too much during their period of plenty and suffer miserably during their period of poverty, Their societies, the byelaws of which correspond to those of limited liability societies, have been successful in securing some saving by compulsory and voluntary levies of share capital and deposits. The woking of these societies is very much handicapped by lack of suitable office bearers. The fisheries department is taking an active interest in the working of these societies.

### III

### *Societies for Backward Communities*

151. Societies for backward communities have been specially registered for promoting the interests of the members of the communities. Most of these societies are not working well. It is only with the active support and guidance of the Protector of the Backward Communities that these societies can work.

### IV

### *Grain Banks*

152. In Grain Banks, borrowing in kind instead of in money is done. They bear a strong resemblance to ordinary unlimited liability credit societies, the chief difference being that they lend only grain. Loans of grain are made repayable at the next harvest and are repayable in grain with interest.

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## CHAPTER VI.

### FINANCING BANKS.

153. The Trivandrum Central Co-operative Bank Ltd., No. 1 was the first society to be registered in Travancore. The idea of organising a central society at the outset was to ensure monetary assistance to members of primary societies when they were organised later. The

problem of the movement at the beginning was therefore to find an outlet for the funds of the Central Bank. But this was soon solved and the funds at the disposal of the Central Bank proved to be inadequate with the starting in large numbers of primary societies. The necessity for an intermediate agency for the supply of additional funds and for the distribution of funds between the Central Bank and the primary societies was soon felt. Taluk Co-operative Banks corresponding to the Central Banks in British India were therefore organised.

*Taluk Banks*

154. It was thought at the time of their registration that the taluk banks would be able to relieve the strain on the Central Bank by accumulating the surplus funds of the locality and distributing them to satisfy completely the needs of the member of societies. A bank of this kind will not stop at financing societies, but will also endeavour to serve as a balancing centre, accepting surplus funds of a society at a fair rate of interest and transferring them to another which requires more capital than it has. It would at the same time afford a suitable opening by which the leading gentry of a Taluk, who could hardly be expected to join the village societies because of the implications of its unlimited liability, can take their part in promoting and guiding the movement. It brings them into very close contact with the needs and difficulties of the agricultural and industrial classes and in return for the benefit, which it derives from their support gives them a unique chance of studying the economic prospects of their own district.

155. The area of operations of a taluk bank in Travancore is confined to a revenue taluk; but there are taluk banks which incorporate within their fold more than one taluk. This is inevitable, because we have not yet had as many taluk banks as there are taluks in the State. It should be the ideal of these taluk banks to confine their activities to a single taluk, because, then only, will they be able to gain a closer touch with the affairs of their member-societies by supervising them and examining whether their investments are sound. But the area should not be too small to permit the bank being worked successfully. A smaller area of operation will promote intimate knowledge between the Taluk Bank and its clientele. It will enlist local talent and enthusiasm on the side of the co-operative movement. It would, further, make it possible to tap local resources to a great extent. Experience outside points un-mistakably to the wisdom of adhering to the principles of concentration.

156. The ideal of a taluk bank is to use its funds exclusively for loans to other co-operative societies. Theoretically, therefore, in the interest of pure co-operation, its share holders should consist only of co-operative societies. But the taluk banks of Travancore have accepted a mixed constitution accepting both societies and individuals as their members. This system has certainly the advantage of bringing in trained business mind and leading local gentry in active participation in the higher finance of the co-operative movement in the locality. But in actual experience, it is seen that the individual interest domineers the

society interest. It is therefore recommended by the Devadhar Committee on Co-operation that the taluk bank should in future be of the very purest type in which the share holders are the societies, who require the assistance of the taluk bank for borrowing. They have therefore suggested that the individual share holders of a taluk bank should be gradually eliminated, so that the existing Taluk Banks may themselves, after a certain period confine their dealings to societies. Consistent with this recommendation, it has been the policy of the Co-operative department not to encourage the registration of taluk banks of a mixed constitution. One taluk bank has since been registered in Kunnathunadu, with only societies as members. A note of warning would however be relevent here that any attempt to force the pace of the elimination of individual members from taluk banks is likely to jeopardize the movement by depriving the same of valuable human material essential for working such institutions. The combination of the commercial interests of the individuals with the co-operative interests of the societies has a wholesome effect on the management. It is absolutely necessary that the bank's credit should be unimpeachably strong.

157. The membership of a taluk bank ordinarily consists of individuals and societies to maintain the co-operative character of the institution. It is laid down that individuals should not take more than a limited number of shares in the bank. No such restriction is placed on society members. Membership is not withdrawable within five years. Restrictions on withdrawals are identical with those for limited liability societies. The share capital is the guarantee fund on the security of which deposit and loan capital are obtained. Liability is limited to the actual face value of the shares.

158. *General Body.* As in all other co-operative institutions, the ultimate authority in all matters relating to the administration of the taluk bank rests with the general body of members. The general body is attended by members of the board of management, individual members and representatives of its society members. These representatives are called delegates. The delegates should be elected by the general bodies of the societies concerned. A delegate can be removed and replaced at the will of the society which sent him. The local departmental officer should also be invited to attend the meetings. The general body should meet whenever necessary for the disposal of business. A general body should ordinarily meet for the following purposes.

(1) Election and removal of committee members.

(2) Discussion of the annual report to be submitted to the Registrar.

(3) Consideration of the Registrar's audit order.

(4) Amendment, rescission or creation of the bye-laws.

(5) Removal of members.

(6) Consideration of appeals on the orders of the committee.

(7) Submission of accounts required by either the Government or the Registrar.

(8) Sanctioning loans to committee members, their relatives or dependants.

(9) Election of the delegates to the Union and the Apex Bank.

(10) Affiliation or disaffiliation to the Union or the Central Bank.

159. Elections in these central institutions are more important than those in primary societies. The procedure followed by these higher co-operative institutions with regards to the election of their committee members at annual general meetings is not uniform. In some cases, the election is made by individual nomination duly proposed and seconded and by taking votes for each nominated candidate, while, in others, the election is made *enbloc* by presenting to the electors a complete list of the requisite number of committee members to be elected and by obtaining votes; no chance being allowed to the electors to make any other nomination. The latter procedure is liable to criticism. The procedure to be adopted should be such as would be fair and give every share holder a free choice in the matter. Election by proper nomination and taking votes for the nominated candidate has a great educative value and avoids all possible disputes and misunderstandings. Its procedure, moreover, affords good opportunity to electors to know what their rights and duties in this connection are. A set of election rules is given as appendix No. 1.

160. The rule of 'one man one vote' is followed in the general body meetings of these financing institutions also.

161. *Board of management.* The management of these financing institutions is vested in a board of management which is a comparatively bigger body than the committee of primary societies. The general body elects the board of management from among the members. The board is to conduct all the business of the bank subject to the directions of the general body. The board of management consists of not more than eleven members of which at least five should be representatives of societies. As in Primary societies, the board is elected for one year. They continue to the next election and its members can offer themselves for re-election with the sanction of the Registrar. Any vacancy in the board may be filled by co-option, but it is always subject to the subsequent ratification by the general body. The whole board or any member of the board may be removed by a resolution of the general body. The board's quorum is fixed in the bye-laws. Though the rule of 'one man one vote' is followed, the president is given a casting vote in the event of a balancing of votes in the board. The board may appoint an executive committee and may delegate some of its powers to the executive committees. The board of management elects the office bearers of the society. No member of the board should take part in the deliberations which affect him or his relatives or his dependants. If a member of a board absents himself continuously for three meetings of the board, he loses his seat.

It is the board's duty to submit returns, keep accounts and registers, to conduct the correspondence with the Registrar, to appoint necessary staff for the conduct of the business of the society and to accept sureties whenever necessary.

162. *The Executive Committee.* The Executive Committee should consist at least of five members of which two should be representatives of societies. The quorum is fixed at three. The executive committee should consist of the president, the secretary and the assistant secretary, if any. Subject to the decisions of the committee, these officers are given certain powers to regulate the transactions of the society. The president has a general supervision over the conduct of business in the society. Ordinarily he is also the treasurer and should be in custody of all belongings of the society. He appoints the staff and has got powers to fine, suspend, and dismiss them. But the powers of suspension and dismissal should be exercised only after obtaining the consent of the committee. The secretary is responsible for the conduct of the business of the society which, should always be subject to the control and direction of the president. The president will represent the society in all suits. All valuable securities and documents should be in the name of the president. In some banks assistant secretaries are appointed to help the secretary. Leave to the secretary should be sanctioned by the president and during the period of absence of the secretary, the president should arrange to manage the business of the society by one or more members. A defaulter in a loan loses his right to continue as a member of the board and therefore of the committee. But if he pays off the amount within three months of the date of default and shows satisfactory reasons for the default, the general body may elect him again to the committee or the board. If he takes more than three months to clear his arrears, he permanently loses his right to be elected to the committee or board of the bank. Receipts should be issued for all payments made to the bank. They should be signed by the person authorised to sign. All borrowings by the bank should be supported by documents and those documents should be signed by six of the committee members including the president and the secretary. The executive committee may make sub-rules for extending or limiting its business. The sub-rules have to be written in the minute book and should be approved by the Registrar. The committee should do their work without any remuneration.

163. *Composition of Capital.* The capital of a taluk bank is, made up of entrance fees, share capital, deposits and borrowings. The limited liability character of the bank necessitates a substantial paid up share capital which should assist the bank in attracting and serving as a guarantee for deposit from the public. The share capital is raised by the issue of shares to individuals and societies. It should be the aim of taluk banks to see that the whole, if not a very substantial portion of their share capital, is subscribed by its society members. The value of share ranges from Rupees twenty-five to fifty. Payments of share value can be made either in a lump sum or in instalments. The latter

is the course adopted by the majority. The instalments are also regulated by the bye-laws. If a member elects to pay up the share capital by instalments, the bank will be particular to see that he does not make any default in the payment of the same. If a member makes a continuous default for two instalments, he forfeits all claims to the share amounts that he has paid till then and the forfeited amount goes to the funds of the society. It may be added either to the building fund, or the reserve fund or some other fund determined by the bye-laws. Restrictions to individual share holding have been provided in the bye-laws but no such restrictions is made with regard to the number of shares the society members may subscribe. There is an understanding that a society must take one share each for every one thousand rupees it wants to borrow.

164. The taluk banks receive deposits from members and non-members. Rules regarding these deposits should receive sanction from the Registrar. A pass-book should be issued to each of the depositors.

165. The main portion of the working capital of these taluk banks comes from loans from the Central Bank. The local supervising union should recommend loans to the Registrar who permits the borrowings of the Bank. The maximum borrowing power of a taluk bank is limited to eight times the share capital and the reserve fund.

166. The Devadhar Committee has recommended that it is always desirable to maintain a certain amount as fluid resource in taluk banks.

167.—*Employment of funds*. The funds of taluk banks are utilised in issuing loans to members. Applications for loans should be made in prescribed forms to the secretary, who will submit them to the committee for consideration. Loans are issued both to societies and individuals. Preference is always given to society members. No society can take a loan without the previous permission of the Registrar. Societies should apply for loans only through the Union. The society can get loans only if the supervising union recommends them. The principle behind this restriction is that the local supervising union which is in close and intimate contact with the affairs of the society will be able to know the exact financial condition of the society and its borrowing capacity. Normally each society is entitled to ten times the value of its share in the bank. The maximum period for which a loan may be granted is fixed at seven years which include the period of extension. The rate of interest and penalty for these loans is to be decided by the committee with the permission of the Registrar. A fixed percentage of the earned interest is to be given by the taluk bank as supervision fund to the local supervising union. With regard to loans to individual members, the rules in ordinary limited liability societies apply with equal force to the taluk bank also. Long term loans to individual members should be given only subject to the ratification of the general body. Loans are granted only for productive purposes. Loans are issued on the security of deposits. Ordinarily, the maximum amount of a loan to individuals is fixed at five hundred rupees. Loans are issued on the security of deposits, on personal security, and on security of landed property. Only fifty per cent. of the value of the property offered as security should be given as loans. When a loan application is received by the committee, seeking a loan on the security of immovable property it should be valued by two committee members and only on their valuation should the loan be granted. These valuators have got a certain amount of responsibility in that, if it is ultimately found that the valuation was not correct and that the society has incurred some loss on account of incorrect valuation, they will have to indemnify the society to the extent of its loss. There is also a provision that the committee should annually inspect the properties hypothecated as security for loans. The material alterations made on the property secured to the bank should always be intimated to the bank. Loans are also permissible on the security of Government pro-notes, savings banks deposits etc. The period of repayment of loans is to be decided on the merits of each case and on the repaying capacity of the borrower. The instalments of repayment should be definitely stated in the bond. Default of one or two instalments should be followed by wholesale recovery. The rules regarding extension are the same as those in Urban Banks.

168. *Net Profits.* As in the case of limited liability societies, taluk banks are required to set apart ten per cent. of their net profits towards reserve fund. The balance of the net profits is distributed as dividend, honorarium, common good fund, building fund dividend equalisation fund, bad debt fund, etc. There is a restriction that not more than 7 1/2 per cent. per annum can be paid as dividend and seven and a half per cent. as common good fund.

## *II*

## *The Trivandrum Central Co-operative Bank.*

169. The Trivandrum Central Co-operative Bank Limited, No. 1, was registered on the 23rd November 1915 with a capital of one lakh of rupees consisting of a thousand shares of one hundred rupees each, of which five hundred shares were reserved for primary societies. The idea of the organisation of a Central Bank as the first step in the organisation of the co-operative movement in the State was that monetary assistance at the hands of Government may be avoided from the very commencement. The central society was necessarily composed of individual members with a provision to enable primary societies, when registered, to become members. Its chief function was, therefore, the financing of primary societies. The establishment of the central bank was the first step in the building of the co-operative financial structure. Its ideal was to serve as the apex institution of the movement, to mobilise capital by balancing surplus or deficiency in the capital of the taluk banks and also by tapping capital from sources outside the movement and thus linking up the whole organisation with the open money market. The bank derives its funds from share subscriptions, deposits, other borrowings, contributions from societies not affiliated to local unions towards

supervision and audit, entrance fees, and miscellaneous receipts. The number of shares has increased with the growth of the institution. The value of each share is now one hundred rupees. They are not fully paid up. The bank has now increased the share capital to nine lakhs made up of nine thousand shares of hundred rupees each. The value of each share may be paid in full or ten equal half-yearly instalments. The first instalment of ten rupees should be paid on allotment. The board of management will decide when each further call should be made. The interval between two successive calls will be three months. The subscribed share capital of the bank in 1114 was seven lakhs, six thousand and six hundred rupees and the paid up share capital was one lakh, forty thousand and one hundred rupees. The bank had therefore nearly 5 1/2 lakhs of uncalled share capital to its credit at the end of 1114 M. E. This system of keeping subscribed share capital is gradually being given up in favour of increasing the paid up share capital, following the principle that the credit power of an apex bank cannot be proportioned to any multiple of the subscribed capital and it can be proportioned only to a fixed multiple of actually paid up share capital.

170. The call system and the reserve liability has been useful at the out set to individuals to join the bank and enable the primary societies to pay their stock in the central bank.

171. The shares are permitted to be withdrawn only after three years provided at least six months' notice of such withdrawal is given and a proportion of at least one to ten is maintained in the bank between the owned capital and borrowed capital. Voting power was at the early stages in accordance with the maxim of one man one vote, but subsequently it was changed so that society members exercised as many votes as the shares they held. But as Section 18 of Act V of 1112 laid down that no member of any registered society shall have more than one vote in the affair of the society, the bank also has now accepted the principle of one man one vote,

172. The Bank now finances individuals, taluk banks and societies. It finances societies direct even in places where there are taluk Banks. As the apex institution of the State the bank is now restricting its transactions, as far as possible to the intermediary financing institutions though occasionally loans are even now issued to individual members.

173. The bank receives Fixed, Current and Savings deposits both from members and non-members. But the deposits from co-operative societies are given preference to all other kinds of deposits. The reserve funds of co-operative societies are also received as deposits at 4 1/2 per cent. per annum of which 4 per cent. per annum is paid to the society and the balance credited to the bank's supervision fund.

174. The rules under which the Bank accepts fixed deposits are given below;—

1. Fixed deposits will be accepted from members as well as others, subject to a minimum of Rs. 50.

2. The rates of interest allowed will be as follows:—

| | |
|---|---|
| For six months | 3 1/2 per cent. per annum |
| For twelve months | 4 1/2 per cent. „ |
| For twenty-four months and above | 5 per cent. „ |

Interest is payable half-yearly.

3. The bank does not undertake to give separate notice of maturity of a deposit, as every receipt contains such intimation on its very face. Interest will cease on the date of maturity.

4. Deposit receipts are not negotiable. A simple discharge acknowledging the receipt of the amount and signed by the depositor on the back of the receipt is sufficient authority, when it is presented for payment or renewal.

5. Deposit accounts may also be opened in the names of two or more persons, repayable to any of them or survivor or survivors at maturity

6. Deposits are not withdrawable during the currency of the period fixed but the Bank may advance loans on the security of such deposits.

7. Permanent Fixed Deposits may be accepted by the bank from persons desirous of such investments for any religious or charitable purpose. Such deposits are not repayable during the life time of the depositor or his nominee. In such cases, interest alone will be payable to such depositor or nominee.

175. The rules under which the bank accepts current deposits are: —

1. Current accounts are opened free of charge for members, as well as others, approved by the bank; such accounts may be in the joint names of two persons and may be drawn by either or survivor.

2. No account will be opened for a sum less than Rs. 50. A credit balance of Rs. ten should always be maintained.

3. The bank undertakes to collect cheques, drafts, pay and pension bills on behalf of its constituents and credit to their accounts.

4. Local cheques etc., should be sent before one o' clock in order that they may be collected the same day. No cheque will be allowed to be drawn for sums less than Rs. five.

5. Cheques etc., sent in for collection and credit of an account must not be drawn against until they have been cashed.

6. All payments to the credit of an account with the bank should be accompanied by a paying-in-slip. Slips with counterfoils will be supplied free of cost and the entry of the transaction will be initialled by the cashier, head accountant and the secretary or the assistant secretary. The depositor should satisfy himself that the transaction is so certified.

7. Withdrawals can be made only on cheque forms supplied by the Bank. The bank reserves the right to refuse payment if the cheques used by the drawer are other than those supplied to him. Applications for new cheque books should be made personally or if that is not possible, the printed form which is inserted at the end of the cheque book should be filled and presented by a responsible messenger.

8. Post-dated cheques or cheques bearing a date subsequent to the date of presentation and those dated more than three months prior to the presentation, as well as cheques drawn in excess of the amount at credit, will not be honoured. The bank reserves the right to refuse payment of cheques that have been altered in any way unless the alteration is attested by the drawer under his full signature. The amount both in words and figures should be written distinctly and in such a way as to prevent insertion or alteration. Constituents should be careful to observe the same style of signature as that left with the bank.

9. Pass books should be sent into the bank once a month to be written up and the entries should be carefully examined by the constituent. If any errors or omissions are discovered, the attention of the bank should be immediately drawn to them. The bank will not be responsible for any loss arising from neglect of this precaution. Constituents are requested not to make any entries in the pass book or to erase or correct any entries therein.

10. If a pass book is lost or spoiled, a fresh book will be supplied on payment of eight annas.

11. Interest at two per cent. per annum is allowed on daily balances of Rs. ten and its multiples, such interest being calculated yearly on the last day of Edavom. If however an account is closed in the interval, the depositor will be paid interest at the above rate up to the end of the calendar month previous to the date of the closing of the account.

12. The bank will register instructions from the drawer regarding cheques lost or stolen but cannot guarantee against loss.

13. Accounts may be opened by co-operative societies, joint stock companies and other institutions in the names of their secretaries, treasurers, managers, or other duly constituted officers and all necessary information should be furnished in writing when opening the account.

14. Every depositor will be required to give a specimen of his signautre and declaration in writing that he has read and accepted these rules as binding on him.

15. Any account that is closed within a period of six months from the date of opening will be charged a fee of Re. one.

16. The board of management reserves the right to add to or alter these rules at any time.

17. These rules are subject to the genoral rules regulating the business of the Bank.

176. Savings bank deposits are accepted by the bank under the following rules.

1. Members of the bank as well as others may open accounts either in their names or on behalf of any minors in whom they are interested. When an account is opened in the name of a minor, the depositor shall make a true declaration, in writing, of the date of the minor's birth which shall be recorded in the bank's books.

2. An account may be opened in the name of one or more persons and be made payable to one or more of them or to the survivor or survivors; but more than one account will not be opened in the name of one and the same person or persons unless specially permitted to do so by the committee.

3. Accounts may be opened by co-operative societies joint stock companies and other institutions in the names of their secretaries, treasurers, managers or other duly constituted officers and all necessary information should be furnished in writing when opening the account.

4. The smallest sum that may be deposited or withdrawn at any time is one rupee.

5. Deposits may be made as often as the depositor wishes but withdrawals will not be allowed oftener than once a week subject to a maximum amount of Rs. 300 at a time. The whole balance of an account or any part thereof may however at any time be made a fixed deposit if the depositor so desires.

6. Interest will be allowed at the rate of 3 1/2 per cent. per annum on the lowest balance at credit of an account between the fifth and the last working day of the month. No interest will be allowed on sums exceeding Rs. 5000. Interest will be credited yearly on the last day of Edavom.

7. Forms for opening accounts and withdrawals as well as pass books will be supplied by the bank free of charge. When a pass book is issued in continuation of one already issued, the latter will be retained in the Bank. But if a book is lost or spoiled (except under circumstances over which the depositor has no control), the depositor will have to pay eight annas for a fresh book.

8. No deposit can be made and no money withdrawn without the production of the pass book and the bank will not be responsible for any sum not acknowledged in the pass book. Before leaving the bank office, the constituents should examine the pass book and ascertain that the entries made are correct. They should also be careful to keep their pass books in their own possession, as the Bank will not be responsible for any loss caused to a depositor, if any person should get possession of the book and fraudulently obtain payment of any sum belonging to the depositor.

9. Every depositor will be required to give a specimen of his signature and a declaration in writing that he has read and accepted the rules as binding on him.

10. An account can be closed only after fifteen days previous notice in writing. At the expiry of the period of the notice, the balance of the account together with interest up-to-date will be paid to

the depositor and his receipt taken in the pass book which will be retained in the Bank. If he again wants to open an account within a period of three months, he will be allowed to do so only on payment of a fee of Re. one.

11. The board of management reserves the right to add to or alter these rules at any time.

12. These rules are subject to the general rules regulating the business of the Bank.

177. With a view to make the bank more useful, especially to those who could be expected only to effect small savings at a time, the bank has opened Provident Deposit accounts. It is intended to allow all people both affluent and poor to make provisions for themselves against physical incapacity and old age and for their children and dependants in the event of their death and also to provide for any public or charitable object. The bank undertakes to make automatic payments of instalments if subscribers lodge fixed deposits which are given very favourable interests. The rules relating to Provident Deposit accounts are given below :—

1. Any one, male or female, legally competent to contract may open an account.

2. Tho deposits should be monthly for a fixed number of years and in whole rupees. The period may at any time be increased. The minimum monthly deposit shall be one rupee and the maximum Rs. 25 which may be increased with the sanction of the Registrar.

3. An admission fee of four annas shall be paid for every one rupee of monthly deposit.

4. Payment should be made before the fifteenth of every month, failing which a fine of four cash per rupee per month would be charged. On default for six months, the account will be closed. The amount to the credit of the defaulter less the fine due will be kept against repayment of maturity of the account; 4 1/2 % compound interest would however be added yearly. In exceptional cases, the Committee may excuse a default on payment of the fine.

5. The interest allowed on Provident Deposits shall be 6½ % per annum compound added annually. The general body reserves the right to reduce at any time the rate of interest but this would affect only subsequent subscribers.

6. A Provident Deposit account will be closed at the end of the stipulated term or on the subscriber's death and the accumulated amount due will be paid to him or to his assignee.

7. At or after joining the fund, each subscriber should furnish a declaration as to how he wishes to dispose of the amount in his account.

8. For the purpose of these rules, the following survivors alone will be held to constitute one's family. (1) Widow, (2) Children (3) Widows and children of sons or daughters (4) In the absence of 1, 2 and

3, nephews and nieces by sisters. A subscriber in the event of his having a family will not be permitted to declare in favour of any one outside the family. It is however permissible to make a declaration in favour of a public or charitable purpose.

9. In the absence of a declaration and in the event of there being a family, as defined above, the amount to the credit of a deceased subscriber would be divided per capita and would be paid to the mother or legal guardian in the case of minors. If however there be no family, payment will be made to the legal representative, as determined by a competent civil court.

10. If on account of incapacity or old age, a subscriber is not able to continue payment, he may be permitted by the committee to withdraw before the date of maturity of the account.

11. A temporary advance not exceeding three months' salary in the case of a monthly wage earned or one-third of the sum actually deposited, whichever is less, may be made to a subscriber in exceptional cases when the committee decides the indulgence is justifiable.

12. These advances will be recovered at the discretion of the Committee in not more than 36 monthly instalments to be fixed at the time of the advance with reference to the repaying capacity. These loans will bear the interest charged by the bank on other transactions. Default for a period of 6 months would involve the closing of the deposit account.

13. Every depositor will be supplied with a pass book at a cost of annas four. If a pass book is lost, a duplicate will be issued for annas six.

178. In addition to these different kinds of deposits, the bank issues thrift certificates. The following are the rules which govern the issue of thrift certificates.

1. Thrift certificates, issued by the Trivandrum Central Co-operative Bank Ltd., No. I will be for five years and they will be encashable at the bank earlier at any time, like the Postal Cash Certificates, at a discount.

2. They will be for denominations of Rs. 5. Rs. 10, Rs. 100 and Rs. 1,000. They will be sold respectively at Rs. 3-26-3, Rs. 7-23-13, Rs. 77-10-1 and Rs. 783-15-0.

3. The cash value of certificates at different times is shown on a table issued from time to time by the Bank.

No certificate will be cashed within a period of six months of the date of issue.

4. The certificate will be sold direct from the bank or through any one of the affiliated Banks or Societies.

5. Applications for the purchase of the certificates should be made in the prescribed form. The full issue price must be paid at the time of purchase.

6. Holders are requested to keep a note of the serial number and date of issue of each Thrift certificate and to notify immediately the bank in the event of any certificate being lost.

7. The holder of a thrift certificate may transfer it to another person, and on the application of the transferee within a month of such transfer, the bank may recognise the transferee as the holder of the certificate.

8. These thrift certificates will be issued over the signatures of the President and the Secretary and will bear the seal of the bank.

179. Besides these, there is a staff Provident Fund.

The Fund is introduced to secure a provision to the permanent incumbents of the Bank on the eve of their retirement subject to the following rules:—

1. Every person who holds a permanent footing in the bank or who may hereafter be appointed to a permanent place shall subscribe to the Fund.

2. The Fund shall come into operation from.........and for those who join later, from the dates of their permanent appointment.

3. The resources of the fund shall be:—

(a) A monthly contribution of one anna in the rupee from the salary of the subscriber, and

(b) An equal contribution by the bank to be made on the last day of every co-operative year.

4. The Fund shall be managed by the Executive Committee of the Bank.

5. Subscriptions shall be calculated on the amount of salary each incumbent receives per mensem.

6. Should a subscriber be temporarily on reduced pay on account of leave of absence or other causes, his contribution shall be calculated on the actual amount received by him.

7. Separate accounts shall be maintained for each subscriber and interest will be calculated at 6 1/4% per annum added to the opening balance of every co-operative year.

8. Pass books will be opened in the name of subscribers and each subscriber is expected to satisfy himself of the correctness of entries. Errors, if any, may be rectified by the Secretary on production of the pass book before him.

9. An account shall be closed only when a subscriber is dismissed from service or resign his place or his connection with the service ceases for any other reason.

10. He shall be paid only his subscriptions and interest thereon, if he closes his account before it has run for five years or if he is dismissed from service for misconduct. In the case of death, or resignation for reasons considered satisfactory by the executive committee, the whole amount may be paid.

11. In other cases he shall have the full benefit of the fund. In case he resigns his appointment, the payment of bonus is left to the discretion of the executive committee on such proportion as they may consider fit.

12. Each subscriber shall at the time he applies for the provident fund, nominate any person or persons to claim the amount standing in his name in the event of his death.

13. A subscriber shall have the liberty to change his nominee or nominees at any time and under each circumstances the person or persons nominated last shall have recognition in preference to others.

(a) No change in the names of nominee or nominees shall be recognised by the bank unless such change is registered in the books of the bank.

(b) The nominee or nominees will have the right to receive the amount due to the subscriber, only in case the subscriber dies before receipt of his dues.

14. Any amount due to the bank when the account is closed shall have the first charge on the fund.

15. The board of management shall have full power to add to, or alter or amend these rules, as may be deemed expedient or necessary, provided that such changes shall not prejudicially affect the subscriber, who joined the fund before such changes were made.

180. The bank issues loans only to members. Loans are granted to individual member only (i) on the security of their fixed deposits in the bank not exceeding 90 per cent. of the amount of such deposits (ii) on the security of the Government of India or Travancore Government Promissary notes, on such terms as decided by the executive committee of the Bank from time to time (iii) on the personal security of the borrower and two or more sureties from among the members (iv) on the security of immovable property up to the limit of 50 per cent. of the value of the property (v) on the security of the Post Office cash certificates or on the thrift certificates issued by the bank on such terms as the executive committee of the bank decide from time to time and (vi) on the security of the shares of the Imperial Bank of India and of the Reserve Bank of India.

181. Loans to members on personal security are limited to a maximum of Rs. 200 per share subject to a maximum of Rs. 2,000 in each case. Loans on the security of immovable property are limited to a maximum of Rs. 500 per share subject to a maximum of Rs. 5,000. The maximum borrowing power of societies is fixed at Rs 1,000 per share with particular reference to the nature and liability of the society concerned. The amount of the loan issued to an unlimited liability society shall not exceed 1/10th of the aggregate net assets of the members of the society as disclosed by the property statement of the members or the limit fixed in the bye-laws of the society as its borrowing power, whichever is less. No loan in excess of the

paid up share capital and reserve fund of the society is given to limited liability societies. Loans are advanced to taluk banks and banking unions on the security of the pronotes executed by the primary societies in favour of the taluk bank or banking union if they are duly endorsed to the bank. The maximum amount advanced in such cases would be 75 per cent. of the value of the pronotes.

182. The interest rates are as follows:—

(a) Loans to individuals on securities other than fixed deposits· 7 1/2 per cent.

(b) Loans to individuals on the security of fixed deposits. 6 per cent. or 1 1/2 per cent. in excess of the deposit rate whichever is more.

(c) Loans to individuals on personal security. 6 1/2 per cent.

(d) Loans to taluk banks and banking unions for financing societies. 6 per cent.

(e) Loans to societies for financing individuals. 6 1/2 per cent.

183. Loans are to be repaid in three years in case of loans to individual members on securities other than immovable property and in six years in all other cases. The executive committee has the power to grant extensions in deserving cases. But each extension should not exceed two years.

184.* Loans issued on the security of immovable property are charged.

(1) Valuation fees at the rate of half a rupee for every Rs. 100 of the loan or any fraction thereof.

(2) Conveyance charges of Rs. 2 for properties in the city of Trivandrum: for properties outside the city. at the rate of annas 4 for every mile to and fro, subject to a maximum of Rs. 75.

(3) A fee for taking encumbrance certificate and writing the documents, in the case of properties within the city of Trivandrum.
Rs. 4 for loans up to Rs. 500.
Rs. 5 for loans up to Rs. 2,000.
Rs. 6 for loans exceeding Rs. 2,000.

If the properties are outside the Municipal limits of Trivandrum or in different Pakuthies or Karas, additional charges will have to be paid.

185. The management of the bank vests in a board consisting of 21 members—14 representatives of society members and 7 representatives of individual members. The board functions for a period of three years. Members of the board of management elect from among themselves a president, a vice president and a secretary who shall also be the treasurer. An Assistant Secretary or Inspector may also be appointed from

among the members of the bank. Some powers of the society are delegated to him by the board. The president, vice president, the secretary and two other members form an executive committee. The entire administration of the Bank shall vest in the board of management and subject to the control of and delegation from the board in the executive committee.

186. The bank is invested with the duty of controlling and supervising primary societies by regular and careful inspections, to settle all matters of common interest to advise and assist the societies and to further their interest in all ways. For this purpose, the bank raises a supervision fund made up of contributions for supervision from primary societies and contribution towards this fund from the bank itself.

### iii

### *Banking Unions.*

187. Banking Unions mark a definite stage in the progress of the co-operative movement. It was an experiment in the amalgamation of the principles of supervision and finance. There are three banking unions in the State. Two of them are not working properly. The banking unions were started with the main objects of financing societies, organising new societies and supervising them. The liability is limited to the extent of the shares held by each member. Its funds are made up of share capital, entrance fee, deposits, loans and reserve fund. Its membership is open to both individuals and societies and loans are issued to both classes of members, preference, of course, being given to society members. Its management is by a board which delegates some of its powers to an executive committee. The supervision of affiliated societies is done by the committee which appoints, as its executive staff, one or two supervisors. Like other supervising unions it receives supervision fund from affiliated societies and some grant from Government. Banking unions cannot be said to have been popular or successful.

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## CHAPTER VII.

### THE CO-OPERATIVE DISTRIBUTIVE SOCIETY.

188. The history of co-operative store societies goes back to the days of Robert Owen. Since those early days, consumers' co-operation has developed to a very great extent in European countries. The British Co-operative Wholesale Society is evidence of the substantial benefits the consumers have derived from co-operation. They have to a very large extent eliminated the middleman shopkeeper. Co-operative

Societies formed by members of the purchaser class obtain their supplies directly from manufacturers and sell them at reasonable prices to their members. This secures economy in the price of commodities and also ensures the good and reliable quality of articles made available to the purchasers.

The conditions prevailing in India are far different from those of western countries. The success achieved therefore in this line of co-operation can only be measured by the comparative convenience of the surroundings. Our local shopkeeper's expenses are much less than the English retail trader's. Rents and taxes are low: the cost of establishment is perhaps the minimum. His assistants might be the members of his family who may not have to be paid at all. There is consequently a much smaller margin between the wholesale and retail prices in this country than that prevailing in Europe. Very intimate mutual confidence is engendered between a tradesman and his customers here. The trader consequently acquires a thorough knowledge of the tastes and requirements of his customer. This enables him to keep in stock what his patrons require. He can safely give credit to his customers as he knows them completely so that he has a feeling of security always regarding his money. It is usual for a customer to make his purchases on the credit system and to pay at the end of the month or sometimes only twice a year. A co-operative society has to contend against all these difficulties. The trade establishment eats into the profits and is less efficient for buying and selling than an ordinary shopkeeper. It can not adjust itself to the requirements of its members very satisfactorily and consequently always has a surplus of unsaleable goods. It cannot sell on credit and therefore cannot attract customers who find it convenient to deal in the credit system. It advan ces things on credit, there is a possibility of losing interest on the large amount of capital locked up in credit sales and sometimes suffers heavily from bad debts. The co-operative store is not able to give any commission to the servants and agents of the customers and thus loses practically the whole custom of the highly placed and respectable classes. Naturally its profits will be very low and therefore stores in our country are not able to give the bonus on purchases which is the chief source of attraction and reason for the great success these stores have been able to make in England.

189. This does not mean that stores will not be a success in this country. Stores may be successfully conducted under certain definite conditions. The members of the stores should be recruited from a homogenous community so that their requirements would be uniform and could be easily gauged. If the articles could be standardised, the difficulties of a store would be fewer. The members should receive sufficient preliminary co-operative and economic training to appreciate the manifest advantage both to themselves individually and to the store, of business on a cash basis. The store should also be able to command the honourary services of some capable

members possessing business training or aptitude. The cost of establishment should be curtailed and embezzlement, dishonesty and even negligence should be made impossible. Two types of stores can be worked successfully in Travancore. The first caters for the requirements of the middle classes or the residents of a small town or the inhabitants of a particular area belonging to the same caste or community. To ensure success, this type should attract as much of clerks, officials, salary earners, etc, as have got a definite monthly income so that even if a credit system is introduced it must be possible for the store to take back the amount at the end of the month. Moreover, if a definite majority of the members of the store consists of this class of people, it would be possible for the store to take up their requirements as they are likely to be more or less of the same type. It will also be possible to find some, who might be in a position to deposit a fixed amount of money with the store, at the beginning of the month against the purchases to be made during the month. It is also probable that persons will be available among the members who have some business experience and who will be willing to spend some of their spare time for the management of the store. This would inculcate in the members of the store habits of thrift. The second type is the store that is meant for the students of the school or a college. The working of both these types will be described in the following paragraphs.

### i

### *The Co-operative Store.*

190. The co-operative store societies are formed with the object of buying whole-sale and distributing to their members the things they want, thus replacing as far as possible the middleman and diverting his profits into the pockets of the members. The stores aim at satisfying the needs of their members better and more economically than is done by existing institutions. The consumers' interest is safeguarded in these institutions by providing the exact things they want and the exact quality they are in search of. The principle behind the co-operative store proposes to organise Industry in the interests of consumers upon the basis of production for use. The motive of profit seeking is made secondary in the transactions of the stores. The stores strive to ensure that their consumers get their things for fair prices.

191. From a co-operative store, goods are sold only to members, for cash at current prices. Every type of co-operative society deals only with members. The stores sell their goods only to members as the institution is interested more in rendering service to its members than in acquiring profits. Selling to non-members has been forbidden as that practice is likely to develop a commercial spirit among co-operators.

192. Cash transactions have to be insisted as the stores have generally only a small amount as capital and therefore they cannot afford to lock up the same in loans. Cash sales will also make good customers, who can boldly question the quality and price of things. Sales at current

prices are required for providing a margin for unforeseen losses and for building up good capital.

193. The profits of a co-operative store are divided among all the members in proportion to the amount of their individual purchases. The 'dividend on purchase' as this system of profit distribution is called, is a reward given to each member for his loyalty to his society.

194. There are only very few co-operative stores in Travancore. Store societies which have been started in the early days of the movement have with the exception of the Trivandrum Co-operative Distributive Society Ltd., No. 4, invariably failed. The reasons for their failure are :—

1. Lack of interest and loyalty amongst members ;
2. Want of business training on the part of office bearers ;
3. Difficulty of getting the right sort of men to be in charge of the stores, or dishonesty of men in charge ;
4. Sales on credit instead of sales on cash ; and
5. Defective methods of stock keeping and accounts, thus permitting heavy leakages and consequent loss, etc.

195. *Essentials of success of Co-operative Stores.* In organizing co-operative stores, the first consideration is to ensure that the essentials of success are there. It is not of much use attempting to organize a co-operative store unless it can be shown that there will be a definite advantage to the members in having such a store. In a town it is usually possible to purchase wholesale the requirements of members at a cheaper rate than each member can purchase such things for himself. But it does not follow that a co-operative store can ensure to its members that they will get their goods cheaper than what they would get in the market. The advantage of having goods of good quality correctly measured is a considerable one. But this alone is hardly sufficient in a majority of cases to make a number of members support and continue to support a store. To the price paid by the stores must be added the interest on capital, rent, cost of management of the society, cost of attendance including salesmen's and watchmen's wages, damage and depreciation of stock, damage to goods and loss through articles remaining unsold. These factors add to the price of the goods which the members must pay and if the society is not run on a big scale, it will not pay the member. But if the society is a small one, many of the services must be honorary and the stock held must be confined to a few things which will not depreciate to any extent and can be relied on to be sold completely. Many societies have come to grief through a complete lack of business knowledge on the part of those attempting to run them and if they are to be a success, the greatest care and skill are necessary on the part of those who purchase the goods for the society. It is idle to suppose that any person who is an enthusiastic co-operator is necessarily a good shop-keeper. (Madras Manual)

196. *The Trivandrum Co-operative Distributive Society Ltd.*, No. 4. This society has been the most successful of co-operative stores societies and as its register number indicates, is one of the earliest societies started in the State. The aims of the society are :—

(*a*) The encouragement of thrift and self help ;

(*b*) The purchase of the necessaries of life for retail to the members and the carrying on in common for the benefit of the members of the society of the trade of general dealers and the establishment and the conduct on co-operative principles of such other lines of work or departments of business as from time to time may be resolved upon by the general body of members ;

(*c*) The dissemination of the knowledge of co-operative principles and their realisation as far as practicable ; and

(*d*) The doing of all such other things as are incidental or conducive to the attainment of the above objects.

The store operates over the whole Municipal town of Trivandrum. It has fourteen branches now.

197. *Membership and share capital.* Membership is confined to those residing within the Municipal limits of Trivandrum. The capital of the society is Rs. 10,000 consisting of 2,000 shares of Rs. 5 each. The minimum number of shares which a member can hold is one and the maximum twenty. The members can however utilise the dividend, bonus or both earned by them in the purchase of additional shares, in which case, the maximum number of shares which a member can hold is twenty-five. The value of each share may be paid either in one lump sum along with the application or rupee one with the application and half a rupee before the 15th of every succeeding month.

198. *Funds.* It gets its funds from share capital, fixed and current deposits and loans.

199. The transactions of the store are on a cash basis. It sells at market prices and gives its members a dividend on purchases over and above the dividend on shares.

200. *Management.* The affairs of the society are administered by a president, a secretary and five other members who together forms the board of management. The main functions of the board of directors are :—

1. To direct and supervise all the affairs of the society ;
2. To frame subsidiary rules and appoint sub-committees for the transaction of business ;
3. To draw up a balance sheet and annual report ; and
4. To administer the properties of the society.

201. In addition to this board, there are a panchayat committee consisting of five members who are elected by the general body. The functions of the panchayat committee are :—

1. To investigate the complaints and grievances of members and to make suitable representation to the board of directors;
2. To suggest improvements in the administration of the society:
3. To inspect the branches whenever necessary;
4. To assist the board in the matter of stock taking; and
5. advise the board in the matter of fixing the prices of commodities by comparison of the stores prices with those prevailing in the market from time to time.

## II.

### *The School Store.*

202. The second type of store is meant for the members of a college hostel or a large boarding house. The requirements of students living in hostel are generally limited to standard articles of consumption. There is an *espirit de corps* in such institutions, which provide very useful honorary management. There would be no difficulty in insisting on cash payment as students generally pay in advance. It will have assistance and guidance from the staff. The college is bound to place at its disposal suitable go-downs and rooms. It will educate the future generation in the problems of co-operation and economics. Some students' stores are working rather satisfactorily in some of the high schools of the State and there is a very good store working in the Science College. Their object is the supply of books, stationery and some other articles of daily use like sports materials, soaps, etc. Experience has shown that they confer suitable economic benefit on their members. They keep down the prices of articles. These stores among students are to be encouraged as they give the boys and girls a very valuable practical training in public work, business management and co-operative method. They constitute a very valuable field of recruitment for future co-operative workers. These societies are in fact formed with the object of giving them a practical demonstration of the working of co-operative societies, and instructions in the ideals at the back of it and at the same time they afford material benefit by co-operation. There is a great difficulty in running the society successfully in schools as the pupils below eighteen years of age cannot join the society as members. Minors are therefore allowed to participate as associates on payment of a small entrance fee, which enables them to make purchases from the stores and entitles them to a bonus on such purchases. This does not give them any voice in the management or share in the declared profits. The teachers of the school and students who have attained majority take active part in the management. Active participation of the staff of the school is a desideratum for the success of this kind of society. One of the chief difficulties of these societies has been to obtain sufficient capital to enable them to pay for

the stock, and books and stationery before they are actually sold to members. They cannot have a large borrowing power as their membership is always fluctuating and consequently their credit is limited. It would be advisable for these societies to get cash credit accommodation from the local taluk bank or the Central bank up to the extent of twice the value of their paid up share capital.

### iii.

### *The Indent System.*

203. Where it has not been possible to introduce the pure store society, some credit societies of the State has begun to purchase and sell on indent system, by which is meant the pooling of the requirements of a group of persons and purchasing them in bulk. The members of the group thus get all the advantages of a store in respect of the articles indented without any overhead charges. This is a very useful form of non-credit activity which may be tried with advantage by the credit societies of the State. Model sub-rules for this indent system are given below.—

(1) It shall be the duty of the manager (person appointed to be in charge of the indent system arrangement) to purchase and keep all articles for sale and to keep regular accounts of the same.

(2) The Secretary of the society should render all assistance to the Manager in his work.

(3) The Manager may appoint a person or persons in whom he has confidence for distributing articles. But the Manager shall be responsible for all losses the society may have to incur through the remissness of such person or persons. Any remuneration which has to be paid to these agents shall also be paid from the remuneration sanctioned to the Manager.

(4) A sub-committee of three members of the committee shall be appointed for supervision and periodical inspection of the store.

(5) When the things are brought to the store for sale, two members of this sub-committee should check them and enter them in the stock book. They should prepare a list of prices according to which the manager shall sell them.

(6) The members of the sub committee should check the stock at least once a month and submit a report on the results of their inspection to the managing committee.

(7) The Manager will be responsible for any deficit in the stock. But the managing committee may write off the value of the deficit in stock on the recommendation of the sub-committee that there are valid reason for the deficit.

The Registers and forms to be maintained by distributive societies is appended.

# CHAPTER VIII.

## OTHER TYPES OF NON-CREDIT SOCIETIES.

### *i.*

### *Mutual Benefit Fund.*

204. Co-operative Mutual Benefit Funds have been introduced among the employees of some of the departments of the State. The object of these funds is to collect funds to promote the economic interest of the members specially to afford financial assistance to the families of members in case of their death while in service, or to themselves when they retire from service and also to encourage thrift, self-help and co-operation among the members. The one great difficulty which exists in the successful working of these benefit funds is that the members of the funds are also members of other co-operative credit institutions in the locality and therefore there is no great chance of the reduction of their indebtedness by this mutual benefit fund scheme. It also prevents them from concentrating their attention on the funds. The members thereof should reduce their indebtedness to the possible minimum. They should not be members of other credit institutions. The liability of members of benefit funds is limited to the share capital subscribed by them. Their funds are made up of share capital, admission fee, loans and deposits. The maximum share holding is limited as in other co-operative societies and instalments of payments are allowed subject to the usual clause debarring defaulters from exercising the privileges of membership for continuous default. All employees in the department for which the fund is started are eligible for admission as members. To ensure the sound working, the applicants are required to agree in writing permitting the head of his office to deduct the instalments of share capital and other dues to the society from their monthly pay. Every person seeking admission to the fund should apply in the prescribed form. It will also furnish satisfactory proof of the date of his birth, confirmation in service etc. Every member is required at the time of his admission, to nominate his successor so that his successor in interest may not have to undergo tedious legal procedure to establish his claim. This arrangement saves the fund unnecessary risks. The name of the nominee may be changed subsequently. Every member is required to pay a prescribed amount as call amount in case of the death of a member. Every member is required to pay as advance call a certain sum, out of which the amount due from time to time shall be appropriated. When this advance is reduced by half, calls will be issued to recoup the same. A penalty is imposed if these calls are not paid within a stipulated time. Continuous default in the payment of these calls will disentitle the member from continuing on the rolls. He may however under certain conditions be readmitted but readmission to membership can be made only twice. Benefit is not paid on account of the death of a member, who has not completed a certain number of months after his admission and who has not paid all the instalments due to the fund. On the death of a member the total

collection under calls is ordinarily distributed thus, 70 per cent as benefit to the heirs or nominees, 20 per cent to call repayment fund and 10 per cent towards working expenses. A member on retirement is eligible to the refund of the share capital paid up by him with such interest as may be decided from time to time. In addition, he is paid the actual sum he has contributed to the society as calls or such portion thereof as may be available from the call repayment fund. Any member who resigns from the fund is entitled only to the capital paid up by him. The call repayment fund is drawn up for repayment of call contributions. Intimation of death and retirement should be sent to the secretary or the person concerned which should be duly supported by satisfactory evidence therefor. The board of directors has power to grant loans to members on the security specified in the subsidiary rules if any. The management of a fund shall be vested in the board of management. General rules regarding management apply in this case also.

### *ii.*

### *Women's Co-operative Societies.*

205. Women's Co-operative Societies have been started in some parts of the State. Most of them do purely credit work. One Women's society however carries on dairying business. The Hindu Vanitha Society at Trivandrum is conducting a weaving institute, a ladies' store and takes general interest in the promotion of cottage industries. There is also a thrift society of women which encourages habits of thrift among its members.

### *iii.*

### *Weavers' Societies*

206. Weavers form the most numerous occupational class in the State In Travancore there were 14,636 persons for whom weaving was the principal occupation and 1583 others who had it as a subsidiary occupation at the time of the last census. This is an important home industry which can be very much developed with co-operative methods. One of the great difficulties of the weavers has been to find a steady market for the cloth woven by them. Competition of the mills which produce cloths at cheaper rates and fluctuations in the price of yarn and cloth have been their sole obstacles. Weavers' co-operative societies have been found useful to liberate the weavers from their economic serfdom and to enable them to secure a fair share of the profits of their industry. These societies have not been working satisfactorily for the past few years in the State It is worthwhile attempting a revival of these societies. The first object of

these societies is to obtain cash advances on easy terms so that they might free themselves from the clutches of the moneylender and carry on their buiness independent of him. The co-operative society should first take the place of the money lender and its results will be not only that weavers will obtain loans on easy rates but that such profits that accrue will belong to the weavers themselves jointly, instead of falling into the hands of the money lenders. The liability of these societies should be limited. In order to make these societies a success, the managing committee should pay particular attention to the following points. Loans should be given to weavers for short periods only and should be collected promptly, usually at intervals of not more than two or three months. Loans should be issued only for productive purposes for example, purchase of looms, yarn, utensils etc. Two trustworthy sureties should be required for every loan. The committee should see that the advance is used for the purpose for which it is given. The number of looms owned by each member should be recorded and should be taken into consideration in sanctioning the loan. Fresh loans should not be granted until previous loans are repaid and no loans at all should be given to habitual defaulters. When the society has got some experience, it may then consider the question of purchasing yarn wholesale and retailing at the lowest possible rates to its members, Out brands, counts and colours of yarn should be tested and when the weavers are satisfied with the quality and price, a few bundles should be ordered as samples. In order to make the yarn purchase a success, the following points must be borne in mind. The yarn should be of a kind fully approved of by the weavers. The members must bind themselves to use the yarn when it arrives and to accept advances in it instead of cash for the bundles purchased. The members must understand that the price of the yarn supplied by the societies cannot fluctuate with the market. The society will charge the cost price of the yarn plus the expenses of transit. It will make no profit on the yarn dealings but will be content with charging interest on the price of yarn advanced from the date of the advance up to the date of repayment. There should be a room for the stocking of the yarn. The secretary of the society should be a very competent business man, as he has to buy the yarn from the mills and distribute it in the form of advance to the members. Societies should begin this business only after getting expert advice. After making cheap loans available to its members and arranging for the supply of yarn at wholesale price, the society may consider whether it cannot open a shop at which the cloth of its members can be stocked and sold to the public. This step must be taken with great caution. A society must have adequate capital because the weavers cannot afford to leave their manufactured cloth in the shop. Till the sale is effected, they will want an advance of at least two-thirds of the estimated value of their products in order to enable them to carry on their work. This means that a large amount of the capital of the society will be locked up in the shop. Here also, a well paid manager is necessary. Naturally the business should be so big as to afford a Manager. He must be a very honest man and must be able to prepare correct accounts.

## iv.

### Co-operation and the Cattle Problem.

207. The problem of cattle in Travancore, is really acute. The people therefore have got a preeminent duty to tackle this problem effectually. Unless the breed of cattle is improved, it is impossible to cut at the root of this problem. The breed of the cattle is extraordinarily poor and the prevalent type of animal is not as useful as it might be for milk or for draught purposes. Insufficient and unsuitable fodder and bad breeding through generations have been the cause for the poor and inefficient stock now found. Cattle breeding societies should therefore be registered in almost all parts of the State with the object of (1) improving the strain of milk-cows of the members (2) providing suitable grazing areas and maintaining therein the dry cows and young stock belonging to the members, (3) providing superior grade bulls for the use of the cows belonging to the members, (4) maintaining a herd book of cows belonging to the members (5) spreading information and education on the questions connected with cattle, breeding, feeding of catte, veterinary services etc., (6) purchasing and selling of cows and disposal of the improved or surplus stock and (7) doing all other things conducive to the attainment of the above objects. There is a cattle breeding society in Trivandrum. There should be more societies of this type throughout the State. They should be started on a more systematic basis. To start a society, it is necessary in the first instance that agriculturists should be found who are anxious to secure the services of an improved type of bull and together own about sixty cows. Ordinarily this is the maximum which could be served by one bull. These agricultursits should then get expert advice as to the type of bull to be selected. Having found the bull, the promoters should look round for a suitable grazing area. It is most important that a herd assigned to the selected bull should not be allowed to mix with the other village cattle. They must graze separately on an area reserved for them from the village grazing area or failing that, they must hire a piece of grazing land for themselves. If possible, the grazing area should be divided into four sections, which should be grazed in turn. The land should be well drained and have access to a good water supply. Napier or Guinea grass may be grown in these grazing yards. Great care should be taken in the selection of cows to the herd. Old and weakly stock should be excluded. The cows will graze on the society pasture during the day and will return to the houses of their owners at night. A herdsman must be engaged to look after them all day and to take them out in the morning and bring them home in the evening. A shed should be provided for the bull. It must be carefully attended and fed on some kind of concentrated food. A herd book should be maintained with a separate page for each cow, in which the data of covering, the name of the covering bull, date of calving, sex and description of calf should find a place. Each page of the book should be in the following form.—

### HERD BOOK.

Name and description of cow. Ledger No.
Name of owner.
Date of admission to herd.
Age at admission.

| Date of covering. | Name of covering bull. | Date of calving. | Sex and description of calf. | Remarks. |
|---|---|---|---|---|
| | | | | |

The calves should be well fed and cared for so that they might grow into really fine animals. The rearing of the calves should be done under strict veterinary advice. In forming a society, the promoters have to calculate whether they can raise the initial working capital and what subscriptions they must levy in order to meet the current annual expenses. One of these items is recurring, while the other is non-recurring. The initial expenses will usually consist of (1) cost of bull, (2) shed for bull and (3) hedging for grazing area. This amount can be raised by entrance donations from the members. The recurring annual expenses consist of (1) wages of herdsman, (2) food of bull, (3) rent for grazing lands, (4) salaries and contingencies and (5) reserve fund. These annual charges should be met from annual subscriptions from members for each cow admitted to the herd, sale of dung, and covering fees from non-members for the occasional services of the Bull. In addition to the herd book, the society should keep a register of members, cash book, expenses account and minute book. Besides these, the secretary should keep the following books in manuscript:—

(1) Income Account.
(2) Dead Stock Register, and
(3) Bull ledger.

The forms for these books are given below.

I. *Income Account.*

| | | Payment. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Date of payment. | Name of person making payment. | Subscription to herd. | | | Outside covering fees. | | | Sale of dung and miscellaneous. | | |
| | | Rs. | ch. | c. | Rs. | ch. | c. | Rs. | ch. | c. |
| | | | | | | | | | | |

### 2. *Dead Stock Register.*

| Article. | Date of purchase. | Value at time of purchase. | Remarks |
|---|---|---|---|
| | | | |

### 3. *Bull Ledger.*

Name and Breed of Bull.
Marks and description.
Date of purchase.
Age when purchased.
Where purchased.
Price at which purchased.

| Date of covering. | Name of cow covered and Ledger No. in Herd Book. | Name of owner. | Date of payment of covering fee. | Date of calving. | Sex and description of calf. | Remarks. |
|---|---|---|---|---|---|---|
| | | | | | | |

## V

### *Co-operative Dairies.*

208. There are two kinds of co-operative dairies. One is started by producers for producing more and better milk, for organising its sale in a more economical manner, and for ensuring good quality as also clean handling so as to command a better price. The other type is started by the consumers for securing a regular supply of good milk at the lowest possible price. These two types cannot be combined, because the interest of the producer is to get the highest possible price while that of the consumer is to get it at the lowest possible price. All the same a co-operative producer's dairy society conducted on correct co-operative lines will necessarily cater to the needs of the consumers. Milk producers may again be divided into two classes. They are :—

(1) the professional milkmen who are engaged in the production and distribution of milk in towns ; and

(2) agriculturists who take to dairying as a secondary occupation.

209. The difficulties of the professional milkmen of the town are that their cattle are housed in an insanitary manner, that their finances are poor and that they are obliged to borrow at very high rates of interest. They do not handle the milk in a cleanly way and they often adulterate the milk. So far as they are concerned, there is no difficulty of distribution or transportation. Their difficulties can be easily got over by a cattle-yard and milk shed outside the town, a grazing area for their cattle and supervision over their methods and utensils. The real problem is more of the Municipality and it can be solved only if the Municipality takes an active part in the solution of this question. Co-operative dairies are more needed for the second class of producers, who live on the suburbs of towns and who depend on the sale of their milk for their means of livelihood. Though they feed their cattle in a fairly healthy manner, their organization is defective: so much so, that they do not get the right price for their milk. They are almost always dependent on middlemen who collect their milk and milk products. If such people can be shown how to market their milk by a convenient and economical method and to arrange the distribution in such a way as to secure for themselves the full market value, the problem of milk supply of towns and the economic dependence of villagers can be solved to a great extent. A co-operative dairy society can achieve this by :—

- (i) requiring all members to keep their cattle at home in a sanitary way and to milk them if practicable at a specified place where a supervisor would be present;
- (ii) making them to hand over their milk immediately to the supervisor to be measured, scientifically handled and disposed of;
- (iii) engaging a milk cart with necessary cans to convey their milk in bulk to the market;
- (iv) opening a depot for the sale of milk, butter or ghee; and
- (v) engaging servants to distribute milk punctually at the houses of regular customers in the town.

210. A dairy society can be worked successfully only if the society takes expert advice in the matter of the care of dairy animals, the provision of cattle-yard, byres and dairy rooms and in the handling, straining and distribution of milk.

211. Expert management and business methods are very essential for the successful conduct of dairy societies. A model form of the organisation paper for this type of societies is given below :—

### ORGANISATION PAPER.

(1) Number of promised members
- (i) Cattle owners.
- (ii) Others.

(2) Number of Milch Cattle owned by them—
    (i) Buffaloes.
    (ii) Cows.
(3) Estimated daily out-turn of milk.
(4) Estimated price at which milk is to be—
    (i) taken from producers.
    (ii) sold to consumers.
(5) What buildings it is proposed to secure—
    (i) by construction at society's expense.
    (ii) on lease.
(6) What is the estimated cost of 5 (i).
(7) What capital is promised in the shape of--
    (i) loan bonds,
    (ii) deposits fixed for 5 years.
(8) What help from the local Municipality is—
    (i) promised.
    (ii) expected.
(9) Any other special forms of outside help.
(10) What help if any is required from Government in the shape of—
    (i) Grazing.
    (ii) Cash loan.
    (iii) other.

Organiser.

## VI

### *Poultry.*

212. Poultry societies for the encouragement of poultry farming are started to collect and sell on commission the eggs and poultry of members, facilitate the production of eggs by the grant of loans for the purchase of hens and by other methods, to advance them loans for the better carrying on of their business and to raise local standard of poultry farming. The liability of these societies is unlimited. The general provisions of unlimited societies apply.

## VII.

### *Co-operative Housing.* ✓

213. Co-operative housing schemes have just been attempted in Trivandrum and Nagercoil There are two forms of co-operative building societies. One is a society in which each member becomes the owner of the house he lives in. The society obtains a loan and pays it to the member with a margin of profit. This is merely an extension of the ordinary co-operative credit. The loan is advanced to the member by the society on the security of the share capital and on the mortgage of the house and lands, and his deposits if any. The society in turn gets

a loan from any other financing institution on the security of the share capital and reserve fund. Economy is secured by joint purchase of materials and by joint building through one or more contractors. There is another system called the co-partnership system. The co-partnership system in turn has two branches. In one, the member is a simple tenant. A society builds the houses and leases it for stipulated periods. In the other, the member continues to be a tenant for some time and pays rent, after which period, he becomes the owner of the property and the house. It is in fact a sort of hire purchase, These two systems have been working in several parts of India with varying degrees of success. In Madras, this system has not been successful. The individual building system has more advantages than the co-partnership system.

## VIII.

### *Miscellaneous.*

214. Non-credit societies for the purposes of marketing, rural re-construction, colonisation etc,. have been formed in the State. The marketing society is nothing more than a purchase and sale society. Rural reconstruction has been accepted by all co-operative societies as a side activity. Societies are also started for rural reconstruction work alone. In other places, better living societies perform the functions of rural reconstruction. There are a few societies of this kind registered in the State, of which one attempts to achieve rural reconstruction through the starting of a school on the Moga model. The others have been doing some work on the lines of improving the sanitation of the locality. Societies with definite objectives eg., a thrift society, a better living society, a credit society etc., have been recommended by the Devadhar Committee in preference to a single society registered for the purposes of rural reconstruction alone.

215. The colonisation societies aim at the material, moral and intellectual betterment of the members. The ideas behind these societies are intensive cultivation of land on a co-operative basis, collection and distribution of articles based on co-operative principles, and conduct of self contained industrial colony wherein all the members will have to live, subject to the discipline and rules of the society to be laid down therefor.

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## CHAPTER IX.

### SUPERVISING UNIONS.

216. The theories of supervision and finance proceed on opposite directions. In finance the ideal is towards centralisation, while in supervision it is towards decentralisation. The principle of supervision of co-operative societies is that it should be done by men on the spot who are able to know local conditions and who themselves suffer by local failures.

217. It was the ideal of Government to take the people more and more into the administration of the co-operative movement. It was therefore thought advisable to train them to do the work of supervision so that when they are able to discharge their functions satisfactorily, Government might withdraw from the field and leave it to the non-officials. Supervising Unions were therefore formed. The important functions of these Unions are— .

To develp the work of the affiliated societies to the utmost, to recommend the grant of loans to its affiliated societies from other co-operative societies, to exercise careful and regular supervision over affiliated societies and to make frequent and careful inspection of the same, to settle all matters of common interest, to advise and assist affiliated societies and further their interest in every way, to organise fresh societies and to act as agent for the societies affiliated and to arrange for the purchase of agricultural, domestic and other requirements in bulk for the benefit of the members of such societies and for the sale of agricultural produce to the best advantage.

218. Three methods of supervision have been tried and it has been found that supervision through Union has been the most effective. The alternatives which have been tried are the supervision by the central banks and supervision by Government. Supervision by central Banks involves the bank in a large amount of work foreign to its true function as a financing bank. The board of directors of a financing bank will not be in a position to go into the details necessary for supervision work. Supervision by Government does not give the members any training in the administration.

219. All the primary societies in the area of operation of the union may join as members of the union, though no society can claim membership as a matter of right. The responsibilities of the Unions are, among other things, the following:—

(i) To check all entries in cash books, ledger etc., verify vouchers and check interest calculations ;

(ii) To ascertain that loans are granted for proper purposes and on adequate security and are paid to the proper parties and that the time for repayment is fixed with reference to the ability and convenience of the borrower;

(iii) To examine repayments to see that there are no book adjustments;

(iv) To see that the extensions are given when necessary and only when necessary;

(v) To see that the committee do not take advantage by their position by benami loans or otherwise;

(vi) To see that general meetings are duly held;

(vii) To see that office bearers and members understand their rights and responsibilities and take a proper interest in the society;

(viii) To rectify any irregularities brought to light in the audit report; and

(ix) To prepare a statistical return if necessary.

220. All the committee members of a Union must make it a point to frequently visit affiliated societies. It is only through such personal contact and intimate supervision that societies can be made to work properly. The committee members should prepare a report of each society at least once a year and forward copies of the report both to the financing bank and to the department. They should not think that their duty is over by this. They should see by frequent visits and constant advice that the defects and mistakes pointed out in their reports are actually removed, that the committee of the societies concerned understand the defects mentioned in their reports and strive their very best to remove the same.

221. Each affiliated society is a member of the union. Each affiliated society should send one delegate to the union. These delegates are elected from the general body of the respective societies. The societies concerned are at liberty to remove the delegates and send substitutes. These delegates from the affiliated societies form the general body of the union. The work of the union is carried on by the committee and its paid establishment. As in other societies, the ultimate control rests with the general body.

222. The duties of the general body are the following:—

(1) To elect the members of the committee;

(2) To frame the annual budget and estimated receipts and expenditure and submit the same for the sanction of the Registrar (the Union cannot make any changes in this budget except with the approval of the Registrar.);

(3) To fix the scale and pay of the establishment that is, supervisors, clerks, peons etc;

(4) To pass the annual report which has to be submitted to the Registrar;

(5) To consider the Registrar's annual audit certificate, to amend or repeal any existing bye-law or to enact a new bye-law;

(6) To consider complaints from any affiliated society, and;

(7) To affiliate or disaffiliate societies.

223. It is the duty of every delegate to attend the general body meetings of the Union. The quorum of the general body of a Union is fixed at ten but; if the number of the affiliated societies is so low that twenty five per cent. of it is below ten, then the twenty five per cent. of the members will be the quorum. The general body should be held whenever necessary. It should be convened by the committee. It may also be convened at the requisition of ten members. In the

union general body, any member may preside. 'One man one vote' with a casting vote for the chair is the rule. The general meetings of the union should be held as frequently as possible so that the interest of the members in the affairs of the societies and the union may be kept alive. At such meetings, information as to the work done by the union after the previous meeting up to date, under the heads of orgnisation of new societies, recommendation of loans to societies, inspection of societies, and the results achieved as the result of such inspections and rectification of bad societies should be detailed and reviewed. The general body must take a very keen interest in the report, criticise it freely and must also chalk out a programme for the Union for the next few months. As a matter of fact, the development of the co-operative movement on sound lines is the chief responsibility of the Union and this can be achieved only if the delegates from societies take a live interest in the working and the problems of the societies affiliated to the Union.

224. The general body should elect the committee through whom they should carry out the duties of the Union. The committee is elected from the delegates usually for one year. Ordinarily the committee consists of seven members. The Committee members continue till the next re-election and the committee is competent to co-opt members to fill up interim vacancies. The committee should elect from among its members a president, a secretary and a treasurer. The secretary has to see to the discharge of all the duties under the guidance of the president, subject to the resolutions of the committee. The committee meeting may be held, whenever it is necessary. It is compulsory that the committee should meet at least once a month. The meeting may be held in the registered office of any of the affiliated societies. The quorum for the committee is ordinarily four. Any member of the committee who continuously absents himself for three consecutive meetings loses his seat in the committee but re-election is permitted if he is able to convince that his absence was supported by sufficient reasons. The duties of the committee cover the most important part of the work of a Union. In fact the success or otherwise of the Union depends on the capacity of the committee. Every member of the committee should make it a point to attend the committee meetings. Indifference should not creep in and no committee member will be justified in thinking that even if he does not attend the meeting, there will be sufficient quorum. The unions now give travelling allowances to the members of the committee. Indifferent committee members are the greatest enemies of the co-operative movement and the societies should never send such delegates to the Union. The importance of the delegation of the right kind of man to the union cannot be over-emphasised. The date of the meeting should be fixed even at the very first meeting of the union, so that the affiliated societies may send in their applications, reports and returns in time for discussion and consideration and the members can make it convenient to attend. This will make the issue of separate notice for each meeting unnecessary.

225. The committee or governing body has got mainly the following duties.

I. To permit affiliation or dis-affiliation of societies. The union should endeavour its very best to see that all societies within the area of its operation get themselves affiliated to it. As a matter of course, all societies should be admitted. There is a feeling that a union should not admit bad societies. The union should not refuse admission, if there is the slightest scope of reviving a society. Really there should be no bad society within the area of a satisfactorily workingunion. The number of cancelled societies is the index of the success or failure of a union. The union should maintain a progress register of the societies affiliated to it. The union should mark in it the progress or decline of each of its affiliated societies month by month. No effort should be spared if deterioration sets in any society to revive the same. If a union concentrates its attention on any deteriorating society, there is no doubt that the society will revive. If a union is able to convince the society that affiliation means a concentrated attention, close counsel and guidance and ensures impossibility of deterioration, societies will have no hesitation to get themselves affiliated to the union. The society once affiliated should not under ordinary circumstances be allowed to get itself dis affiliated, unless it is dissolved or affiliated to another union. Dis-affiliation should be made impossible as far as possible and should not be permitted, without the express sanction of the Registrar.

II. To permit societies to take loans other than deposits from individuals and to recommend loans to societies from the central bank. This is a very responsible job, but the seriousness of the responsibility is not often realised. Unions consider recommendations of loans as mere matters of routine. They do not realise the implications contained in the recommendations of loans. In ordinary practice, recommendations of loans are made according to the intimacy or enmity of the persons in power in the union with the persons in power in the society. This sort of recommendations means danger or loss to the financing institution. When a society asks for a loan, the union should consider the following points :—

(1) whether there is a genuine need for the loan asked for, whether the loan is within the maximum borrowing power of the society, considering its already existing indebtedness,

(2) whether the society has revised the property statement for the year, has sent copies of the statement to the union and other authorities concerned and if not, whether it has sent a copy with the loan application,

(Loans should not be recommended if this has not been done).

(3) whether the whole loan should be treated as a short term or long term loan or partly as one, and partly as the other,

(4) whether the society proposes to give loans to its members for suitable purposes and in reasonable proportion to their repaying power,

(5) whether the society has repaid all its dues to the Central Bank, whether the society has been generally punctual, or in default (no loan should be taken by society merely to repay an instalment due to the financing bank, nor except in special circumstances should a loan be given to a society when an instalment or interest on a previous loan is pending payment),

(6) whether there are in the society a large number of overdue loans pending collection from members owing to the neglect of the committee or other cause (when a large number is pending no new loan should ordinarily be given to the society till its affairs are improved),

(7) whether according to the latest inspection report of the union supervisor, the societies' working has been satisfactory and

(8) whether any of the committee members has recently visited the society and if so, whether his opinion about the working of the society and the merits of the loan application has been satisfactory.

The committee should come to a conclusion only after considering these and all other relevant points in detail and recording their decision by resolutions in the minute book of the Union. If the Union finds that the application may be recommended it may do so to the Registrar. According to the bye-laws, the loan applications have to get the approval of the Registrar.

The approval contemplated in the bye-laws has been misunderstood and treated as recommendation. The practice has therefore been to get the loan applications recommended both by the Union and by the Registrar. There is no specific advantage in this repetition of the same functions by two agencies. Except in very few cases, it does not serve as a double check. While the unions recommend the loans in relation to the maximum borrowing power, the Registrar recommends only a sum equal to the credit limit of the institution. That is the only advantage that is being derived from this unfortunate misinterpretation of the bye-laws. The bye-laws really contemplate that the union should recommend the loan application and the Registrar should permit the society to borrow from the financing institutions. The union with its local knowledge will be able to assess the creditworthiness of each individual from whom the loan is being taken by the society and the special circumstances if any under which the loan is being requested for by the society. It is for the Registrar to see that all the technical requirements are satisfied and whether the loan can be sanctioned in relation to the legal as well as the financial provisions. The unions must remember that they have a very serious duty in recommending these loans. They should not shirk any of their responsibilities in this matter for favouritism or influence. The credit of each society affiliated to the union should be assessed in the union general body meeting and a limit up to which the society may be permitted to borrow during the year should be fixed. The representative of each society may be required to bring before the union general body meeting, the requirements of his society for the year as passed by its general body. This will enable the union general body to discuss item by item the requirements of all societies and to consider whether the societies, requirements are normal and permissible or extravagant and not permissible. This has another advantage in shaping the financial policy of the movement within the area of operations of the union. Societies will be able to know their comparative strength and the way in which finance is being tackled in other societies. It will prevent irregular utilization of funds and compel the utilisation of money on fixed definite lines. Resolutions must be passed in this union general body about the forecasts for the year for each society. This will help the union to deal with loan applications from its affiliated societies during the year. Of course the general body need not be fettered by these resolutions and may make such deviations from these as circumstances require, but it should certainly serve to guide subsequent decisions of the union on this matter. Such forecasts will be useful to the financing institution also, as there is not the likelihood of the societies making demands unawares for money. The financing institution can also regulate its financial policy by the help of these resolutions of the general body. Delay in the disposal of loan applications defeats the purpose for which loans are applied for by the societies and also the purpose for which unions are brought into existence. Loan applications should be discussed and decided upon, preferably in the full committees of the union. The valuators of loan applications should be held personally responsible for the recommendations they make to the union about the soundness or otherwise of the loan application. If this sense of responsibility is not attached to the valuation of loan applications there is every possibility of these valuators being swerved by influence. Delay in the disposal of loan applications by unions should be reduced to the minimum.

III. To control and supervise the societies affiliated to the union. This is the main object for which a union is registered. As has been said before the reputation of a union depends on the number of good societies working within its area and the good working of the societies depends upon the extent to which the union exercises its influence over them. There are two methods by which the union can exercise this control and supervision, one through the members of its committee and the other through its paid establishment. Supervision is often mistaken for and confused with inspection and audit. Supervisors and members of the committee of the union who go for the work of supervision to societies therefore often return when they find that the Inspector had been there. Supervision is absolutely neglected during audit time partly because the supervisors of unions are detailed for other duties and partly because of the feeling that supervision is superfluous during audit time. Audit, supervision, and inspection are really three separate and distinct functions. The Auditor does his work as an officer charged with the work of examination of accounts. The Inspector does it as one concerned with the details of the work relating mainly to the financial stability of the institution, while the Supervisor is like a pastor or minister identifying himself with the societies under his charge. By his constant watch and ward, the burden of the work of both the Auditor and Inspector is considerably lessened, enabling them to do their duty for a larger number of societies. All these three agencies are necessary for the proper functioning of the movement. An efficient audit gauges the credit of the society, an efficient inspection safeguards the interests of the creditors, while an efficient supervision enhances and strengthens the credit of the society. An Auditor is the watch-dog of the Registrar, while the Supervisor as the deputy of the union, is the friend, philosopher, and guide of the society. The Committee on Co-operation (1915) describes supervision in the following words:—

"The work of 'supervision' covers many of the points which have already been included in audit, but in addition, it implies the duty of instructing the members in co-operative principles and the propagation of the movement by the organisation of new societies. Even where it covers the same ground as audit, however, it differs from it in that it aims not merely at treating the efficiency of a society but at helping it to be efficient, and it comprehends the further task of seeing that the defects noted at audit have been remedied. The Supervisor is concerned to see that the work of the society is not only business-like and up-to-date but genuinly co-operative. While satisfying himself that the accounts are in good order and that business is being conducted regularly and prudently, he would refrain from verifying the figures in detail and would set himself to test the knowledge of the committee and members, to advise them with regard to difficulties and disputes, to explain and remedy mistakes and to impress upon them the principles which societies should always have before them. These functions should in our opinion rightly devolve on the co-operative institutions themselves. This will clearly show how important the work of supervision is.

The committee members of the union and the supervisor should go to each society, give them advice, watch their work and render them all the assistance they need. The ordinary routine supervision is done by one or more paid supervisors of the union. A supervisor should not be entrusted with more than twenty or twenty-five societies. If more societies are entrusted to him, the quality of the work will suffer. The supervisor should be enabled and directed to concentrate his attention on individual societies. The supervisors' duties and responsibilities are manifold. The examination of societies by the supervisor shall not be restricted to mere arithmetic or audit of books and balance sheets. He shall see that the administration of each society entrusted to him is carried on in strict conformity with co-operative principles according to its own bye-laws and those of the union. The supervisor shall assure himself that the members of the committee of each society work in a spirit of harmony and justice that they fully understand the principles of co-operative societies and the correct method of working them, that the defects pointed out in previous inspection reports have been remedied and that the orders passed from time to time by the Registrar and the union have been carried out. The committee of each affiliated society shall give the supervisor every assistance in its power. It shall be an integral part of the duty of the supervisor to teach the co-operative principles to the members of the society.

The supervisor's chief duty is to help and advise the committee members of the societies as tho executive management of the societies is in the hands of the committee. Quite often the members do not take any interest in their management. They leave the whole management to the committee and do not care to understand what transpires in the society. This is not co-operation. Co-operation wants every individual to take a very keen interest in the matters of the society in which he has joined as a member. It is the business of the supervisor therefore to see that every individual member of a society takes a genuine and intelligent interest in the progress and welfare of the society. By so doing he should not undermine the importance and influence of the committee. The supervisor can do this delicate task only by convening the goneral meeting of the members of every society he visits. He should make it a point to see that all members of the society attend the general body meeting which he convenes. It is his business to see that interest is roused in every member of the society in its working. Even individual visits if necessary should be made. He should explain the bye-laws and principles, co-operation to the members at such meetings. He must read out the entries in the cash book in the period under inspection. He should point out to them any defaults which have occurred in repaying tho financing bank's dues and penalties incurred thereby. He should read out the list of defaulters by members in repayment of loans obtained by them from the society. He should, where necessary, bring to prominent notice the risk to which the members in general are exposed, if they fail to take interest in the affairs of the society and are content to leave them too exclusively in the hands of the committee. A good deal of tact, persuasion and patience is needed in the supervisor so that he may be able to create in them a genuine interest in the sociteies affairs without wounding the feelings of the committee. The irregularities of the committee should be first pointed out to itself and their attempted to be rectified by it. If only such persuasion and precept fail the fact should be taken to the notice of the general body. The Supervisor should be the connecting link and the agent to keep harmony among the members of the society. A Supervisor's visit to a society should be of sufficient duration. A flying visit is no good. He must stay at the society, go deep into the problems of the society and try to solve them by staying there. The result of his stay and visit should be tangible. The society should be able to say that some definite results were achieved by each visit of the supervisor. Primary societies are often managed by individuals, who have taken up that work as spare time occupation. They attend to the duties of the society only during their leisure hours. Naturally the leisure hours of the secretary of the society and the full time hours of the supervisor cannot coincide. Consequently it has been a general complaint of supervisors that they were not able to get at the records of the societies at the time of their visit. This is mostly because the supervisors go to the place without giving the secretary sufficient previous intimation. To avoid this, he must write to the society before-hand so that the records may be kept ready for him. Besides meeting members at general meetings, he should meet at least some of them individually at their residence, verify the accounts of the loans, induce them to pay instalments in time and in general win their confidence and advise and instruct them. The examination of a society's accounts and records should be done at the time of each visit. Except in the case of big societies, inspection of accounts should not take much of his time if his visits are regular and if at every visit he devotes some time for this work. In fact the inspection of accounts and records should not be given prominence and preference by any supervisor. His object should be to make more time available for personal intercourse with the members. He should look to the correspondence of the society and see that they are answered punctually and that the instructions to the society from the financing institution, the union and the department are carried out. He should also see that the society obeys the provisions of its bye-laws and report to the union if there is any infringement. A supervisor should be in possession of the bye-laws of all the societies. He should keep the bye-laws up-to-date, noting therein all the amendments registered since. He shou'd see that the resolutions in the minute book are properly worded and complete. All receipts and disbursements shou'd be supported by resolutions either of the committee or of the general body. All receipts and disbursements should be properly and correctly entered in all books. The supervisor should prepare a statement of receipts and disbursements every time he visits a society. His remarks should mention all the defects noted by him together with instructions to the society, to rectify them. At the time of his next visit he should note how far his remarks have been attended to and if there is anything left unheeded, he should try to get them rectified during his stay. His report should be precise and to the point. He should send a copy to the union, another to the financing bank and a third to the Co operative department.

The Unions in the State allow diverse practices to be followed by their supervisors in the method of preparing and submitting diaries. Fortnightly diaries should be obtained from the Supervisor and the diary should be considered by the committee of the Union before the next fortnight is over and their criticism communicated to the Supervisor immediately. The Supervisor should be responsible for at least half of the societies in his Union and for those societies, he should preparo a full and detailed inspection note. In those societies, he should take particular care to do the following:

1. Rectification of all defects, in account keeping, arranging for the collection of overdues, and for the filing of suits, revision of the property statement, bringing up to date the liability register and finding out the delay in repayment of instalments and interest by the societies to the financing banks.

2. Supervisors should be given a programme by the committee every month. The programme should be according to the necessities of each Union. The programme may be drawn in consultation with the Supervisor or may be prepared by the Supervisor and approved by the committee with or without alteration.

3. The Supervisor's inspection report should be read at the next meeting of the committee. If the committee feels that the inspection report reveals grave irregularities, the committee must warn the society in writing and demand the rectification of the mistakes. If the Supervisor's subsequent report also reveals the same state of affairs, one or two committee members should visit the society, convene a meeting of the committee or the general body and try to revive the society. No efforts should be spared to bring back a society to activity and action.

(IV) To appoint the staff required by the Union.

(V) To frame the budget of the Union and submit it to the general body.

(VI) To express an opinion on all matters referred to them by societies or the Registrar.

(VII) To forward all correspondence emanating from societies to the Registrar with their recommendations or opinions and to communicate the replies of the Registrar thereto.

(VIII) To arrange when specially required to do so for the joint purchase of goods required by societies and for the joint sale of the produce of the members of such societies and to maintain the necessary account books.

226. The Union should obtain monthly returns from every society, showing the receipts and disbursements of the society under various heads. It may be prescribed that the monthly returns should be submitted to the Union on a fixed date of each month. The monthly returns must contain the final totals for the month. These monthly returns should be discussed at the committee meeting and the observations of the committee should be intimated to the society. The committee should keep watch over the cash transactions of the societies and send timely reminders to them to remit their dues under principal and interest. The Union should also take great care in the preparation of property statements annually. The Supervisor should be asked to check these property statements. The Union should keep a consolidated register with the headings of the property statement. Into this register the totals of all the coloumns should be brought against each society. Copies of the statement should be sent to the financing bank and the department. To maintain uniformity of accounts and books of societies in the Union area the Union should supply all the books and forms usually required by societies.

227. No Union in Travancore is rich enough to pay for more than two Supervisors. The establishment of a Union should be in proportion to its resources. Efficiency should be looked into. Only duly qualified men should be appointed and the pay of the Supervisors and the staff should not be kept in arrears. If the Supervisors of the State do not work satisfactorily, it is due to:—

1. Lack of training and qualification,
2. Inadequate pay,
3. Insecurity of service.

228. The minimum qualification for a Supervisor has been laid down in the Devadhar Committee's Report. This should be insisted upon. It is common experience to see that the pay of the Supervisors are allowed to fall in heavy arrears. In some places supervisors collect the supervision fund due to the Union and appropriate the same towards their pay. In other places, even this is not possible. The Supervisors induce the society to make a fictitious deposit in their name of the supervision fund due to the Union and thus make the necessary appropriation. All this is highly irregular and should be stopped. There are Unions where there are two Supervisors, the pay of both being in arrears to the extent of several hundreds of rupees. It is quite clear that such Unions cannot afford to pay for two Supervisors. Such unions should satisfy themselves with one Supervisor. All sources of receipts should be tapped to the fullest extent and it should be one of the foremost thoughts of the union not to allow the pay of the Supervisors to fall into arrears. For, the efficiency and sound working of the co-operative movement depend on the efforts of every single Supervisor in the State.

229. *Funds.* The funds of the Union are made up of the following:

(*a*) Affiliation fees,
(*b*) Delegation fees,
(*c*) Recommendation grant,
(*d*) Miscellaneous,
(*e*) Contributions from affiliated societies,
(*f*) Deposits which may be taken by the Union under the special orders of the Registrar.
(*g*) Commission earned for agency work.

Besides these, affiliated societies are to pay a supervision fund which is collected at five per cent of the earned interest of the societies every year. Government also give a grant to the Supervision Unions.

## ii.

### *The Travancore Co-operative Institute.*

230. The Travancore Co-operative Institute was started in 1100 with the main object of undertaking propaganda, organizing non-credit societies and serving as the mouth piece of non-official opinion in the

movement. Its bye-laws have undergone revision and as per revised bye-laws, its membership is open only to Central Institutions in which the members are societies. Its head quarters is now at Trivandrum. It is governed by a directorate of 15 persons, nine of whom should be the representatives of Unions and banking Unions, three representatives of taluk banks, one representative of non-credit societies, one representative of the Central Bank and one nominee of Government. The objects of the institute as revised are:—

(1) to propagate the principles of co-operation;

(2) to serve as the recognized exponent of non-official co-operative opinion in the State;

(3) to co-operate with the co-operative institutions outside the State;

(4) to organize and encourage special types of societies;

(5) to develop, assist, inspect and co-ordinate the work of the affiliated societies and secure for them financial help where necessary.

(6) to undertake the printing necessary for societies;

(7) to safeguard the interests of societies in legal matters;

(8) to conduct research and investigation for the promotion and development of the co-operative movement on sound lines and to propagate the application of co-operative principles for ameliorating economic and social disabilities and to undertake such other work as will promote the cause of co-operation.

## CHAPTER X.

### ORGANISATION AND REGISTRATION OF CO-OPERATIVE SOCIETIES.

231. The failure of co-operative societies and deviation from pure co-operative principles are often said to be the result of hasty organisation of societies. This is quite true. In the early stages of the movement, there was naturally a general and widespread avidity on the part of people to avail themselves of the facilities and advantages of credit societies. There was not however the necessary grasp of underlying principles. Many a society has thus been registered without proper and adequate attention having been bestowed on essential

preliminaries. If all the investigations that are necessary before the registration of a society are gone through and a society is registered only after the organiser and the Co-operative Department are convinced that the society will work on sound lines and, what is more important, the grounds for the conviction are sustained and maintained, there would not have been so many failures. Often an organiser or an Inspector goes to the place where the society is wanted only after the application for registration is received. In fact, his presence is more necessary as soon as the idea of starting a co-operative society in the locality germinated. Thorough investigation into the local conditions and education of prospective members in co-operative principles are the *sine qua non* of the success of co-operative societies.

232. A co-operative society is intended to afford economic relief to persons of limited means. Therefore the primary object of the society should be to afford economic relief to those who become members of the society. For this purpose, it is necessary that the organiser should ascertain the economic condition of the locality and see whether the economic condition of the people justifies the organisation of a society. This survey should be the basis to determine the type of society which the locality need. The next point to which his attention should be directed is the question whether there are common interests to bind together the persons who are intended to be benefited by the society. He should ascertain whether they are following the same occupation or the same craft, whether they belong to the same caste or creed or whether they are working in the same office.

233. The next point in importance is the area. In the case of an unlimited liability society, mutual control and homogeneity are very essential to share the unlimited character of the society and therefore it is of paramount importance that the area of operation should be confined to a particular area, where it would be possible for members to know each other. Preferably a rural society should be confined to the limits of a single village. The organiser should also take care to go deep into the general reputation of the people and investigate their character, honesty and industry. Their financial condition should also be looked into. This is a material fact in the organisation of a society for, if a society is not able to afford economic benefit to the people, there is no use in bringing that society into existence. A pre-eminent test would be a general and earnest desire on the part of a fair proportion of the local people to work and strive to improve themselves. If the people of a locality are so much indebted that there is no possibility of extricating them from their load of debt, there is no meaning in registering a co-operative society for that locality. It should therefore be ascertained whether the financial condition of the people justifies the organisation of the co-operative society. It should also be ascertained whether they will be able to raise some initial capital by way of share or deposit. The general standard of education of the people of the locality should then be gone into. This will help the organiser to know

whether it would be possible to get reliable men to serve as members of the committee and whether there are persons with sufficient education to be the Secretary of the society when registered. After this preliminary survey the organizer should visit the proposed village at least three times at intervals of not less than a fortnight. The visit should not be cursory and he should try and meet as large a proportion as possible of the heads of families in the village. For this reason, a suitable day and time should be chosen. It is no use going on a festival day or when the residents are away in connection with some social function or when they are so busy with their sowing or harvest. He should make it a point to meet the prominent people in the village. If there is a suitable opportunity he should take some of the residents to the monthly meeting of a neighbouring society specially at a time when distribution of loans or collection of money takes place. He should thoroughly explain the constitution of a society, particulary the meaning of joint responsibility and unlimited liability. Considerable patience is required and the villagers should be encouraged to ask questions about probable doubts which he can answer or solve. At the first visit, he should explain matters in a general manner, especially the joint and unlimited liability, the share system and its advantages, the duties of the committee, how and on what terms money is obtained from a financing bank and distributed to members as loans and the absolute necessity of punctuality. He should then tell the villagers to think over the proposals for a society and discuss the proposal among themselves. He should also settle with the members a date for his second visit. At the second visit, he should meet as many residents as possible and answer any questions and objections that are to be raised against the formation of a society. He should again explain to them in detail the points referred to and if the villagers continue to be anxious to form a society he should teach them how to organise one. The members' joint responsibility should be readily impressed on all members. The members should be only such men as are thoroughly honest trustworthy and amenable to co-operative discipline. At the same time the supervisor should leave the men to exercise their free judgment regarding the admission of individual applicants. After the villagers have chosen the members, he should take down the names and begin to prepare a rough property statement. If he finds any, who are addicated to undesirable habits or who are involved in heavy previous debt, he should point out to the assembled villagers the undesirability of admitting them as members. There is also another point which should be borne in mind at the commencement of a society and also afterwards, that is the maximum number of members. No joint family should have more than one representative as a member of a society. The property statement will show the joint and common cultivation of all the members of a family who mess together and if two or three men belonging to the same family become members of a society and borrow separately, neither the committee nor the inspecting staff will be able to control adequately the total borrowings of the family, and there may be serious trouble in realisations. Ordinarily, only the head

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of the family should be enrolled as a member of the society. Any person having an independent income should be eligible for membership. The organizer should then explain to the members that the first loans issued should be only for current expenses and not for objects which would not bring back ready repayments as liquidation of old debts. Loans for such objects should be issued only after the societies are well established and as experience is gained about the repayment habits of members. Particular attention should be taken to explain the importance of the use of the property statement and the necessity that each member should in his own interest and in that of the society fully disclose even minutest details about his possessions and liabilities. If the organiser finds that only a small portion of the eligible residents of the village have come forward to join the proposed society, he should enquire why it is so. It may be that the promoters do not command respect and confidence. The applicants must be told that the Registrar is not likely to register the society unless it has a fairly satisfactory membership and that in that, case, the prospects of the financing institution accommodating them with a loan are very remote. He should require them to try to persuade all the good and influential men in the village to join it before the date of his next visit. If the circumstances appear to be on the whole favourable, the organiser should fix the date of his third visit. He should at this visit try to gain as much additional knowledge as he can regarding the general condition of the village. Efforts should also be made to find a competent man in the village among the signatories or outside to perform the duties of a Secretary-Accountant. At this third visit, the Organiser should, if he finds everything satisfactory, finally organise the society. The general principles should be again carefully explained, the model bye-laws should be slowly read out in full and all the difficult points made clearer. The Organiser must satisfy himself that each intending members fully understands the bye-laws. A list of intending members should then be drawn up and the property statement filled in including the amount of loan that each member will require to start with. A committee should be elected and also a president and a treasurer. Only men of thoroughly good character and standing, capable of exercising influence over a considerable number of individual members should be elected. The committee should be representative of all communities in the village. The president should be a man universally respected in the village for his probity of conduct and business capacity. It is necessary that the members should have complete confidence in them and that they should not utilise their position for their personal aggrandisement. When a committee and office bearers have been elected, their duties and responsibilities should be thoroughly impressed on them and they should be made fully to understand that they are solely responsible for distribution and collection and that no help whatever will be given to them in making the collections. A secretary should be nominated and the mode of his payment settled. The committee will then decide how may shares will be taken by each member and the consent of the members will be secured. The organiser should then prepare an organisation report (form appended) and submit

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it with the application for registration, to the Union or the Registrar as the case may be. If the organiser is the supervisor of the union, it is desirable that one or two members of the committee of the union should verify on the spot the work of the organiser. If it is the Inspector, the Assistant Registrar should go. Such local verification will keep the supervisor or the organiser - Inspector up to the mark and will be a great encouragement to the members of the proposed society. If the union committee is fully satisfied that the society is fit for registration and can safely advance loans and borrow, they should pass a resolution recommending registration and with a copy of this resolution submit the papers to the Registrar. The latter will also consider the report of his subordinates in charge of the district who should, wherever there is the slightest doubt, visit the village locally and ascertain the exact facts. The Registrar may either register the society or return the papers for further information or for any alteration or modification or for further co-operative education or he may consider the society altogether unsuitable and inform the union or the promoters accordingly. When a society is registered, the organisation paper will be retained in the Registrar's office. The certificate of registration with a certified copy of the registered bye-laws shall be immediately sent to the union for transmission to the society. As soon as a society is registered, the organiser should attend the first general meeting, which will confirm the proceedings of the pre-registration meeting. At this meeting the first instalment of shares should be collected and arrangements made for the purchase of shares in the central or taluk bank. The amount to be borrowed from the bank, if borrowing is necessary, should also be decided. While this is done, pains should not be spared to impress on the members that a co-operative society is not a borrowing or lending institution. The process is only a means to help the members that they may help themselves. The bye-laws should again be clearly explained and the secretary should be taught how to keep the books and registers. Arrangements should be made for the holding of monthly meetings. The society may now be deemed to have started regular work. Any amendments in the bye-laws should be passed by the general body and sent up to the Registrar for registration. He may register them or refuse to register them. The amendments should be sent up in duplicate with a copy of the notice convening the meeting and signed by three members of the committee. All requisites contained in Rule VI of the rules should be complied with.

234. The above directions relate to the organisation of unlimited liability societies. The work of the Organiser is more heavy and strenuous in the case of these societies than in the organisation of other types as the members of the latter class of societies are more easily susceptible to the ideals and ideas of co-operation than the inhabitants of rural parts. The following points are however to be taken particular notice of in the organisation of limited liability societies.

1. The main security for repayment to creditors of limited liability societies is the share capital. An organiser should

therefore satisfy himself that sufficient share capital can be raised within the area proposed, to be served by the new institution.

2. Central financing institutions are often loath to finance urban banks. In the case of urban banks, therefore, local deposits are almost a necessity. The organiser should ascertain whether sufficient local deposits can be attracted at reasonable rates of interest. It is necessary to tap local resources as far as possible.

(3) Paid up share capital, reserve fund and general reputation are the bases on which borrowings of a limited liability society are regulated. The organizer should therefore seek to create a good borrowing capacity for the society.

(4) He should see that the members do not belong to the class who might withdraw their shares after the first few years. Probable members should be made to understand the rule relating to the withdrawability of shares.

(5) He should also see that members who join the society are regular in payments.

235. In the case of societies for employees, government servants etc the organiser's first duty will be to see that some kind of additional security for the creditors is provided, as the security they would be able to collect by way of the share capital would be only too small an amount. Such additional security may be provided in one or other or all of the following ways.—

(1) Arrangement with the Head of the office to collect dues by deductions from the monthly pay of the members.

(2) Limiting the amount of the loan to a fixed proportion of the pay of the borrower.

(3) Guaranteeing the repayment of dues by ascertaining the nature of service of the member.

(4) Ascertainment of the practical certainty of a regular and rapid accumulation of capital.

(5) Ascertainment of the fact that the members are employees of a single department or same organisation etc.

236. The organiser should also bear in mind the possibility of the society being able to assist the members by joint purchase of their domestic requirements whether by a regular store or by introduction of the indent system. He should also see that the Head of the office organisation also joins the society and thus gives it the advantage of his business experience.

237. An organiser intent on starting a Distributive society has to pay attention to some points purely different from the above. These special points are given below.—

(1) He should first of all consider the possibility whether the members are prepared to purchase necessaries from the society itself and whether they would remain loyal to the society for ever.

(2) He should also consider whether the society is likely to be run with sufficient success to deserve the loyalty of members.

(3) He should then consider whether the society can see to the following.

  (a) An adequate capital must be secured;

  (b) The members should have a sound business knowledge and a business training;

  (c) The salesman's work should be supervised with punctilious care;

  (d) The cash system should not drive away the poor from the services of the society.

(4) He should remember that the management of a store society is more difficult than the management of a credit society and that there should be at least a few competent persons to undertake the work.

238. In all these societies, the organiser's functions continue up to the first statutory meeting of the society.

## CHAPTER XI

### AUDIT AND INSPECTION.

239. Audit of co-operative societies is assigned to the Registrar under the Co-operative Societies Act. Audit is however not defined in the Act. It only says that audit also includes an examination of overdue debts if any and valuation of the assets and liabilities of the society. According to Diksee "an audit is the examination of accounts of a business and certification of their accuracy". Diksee says that in order to find out the correctness of the accounts, an auditor is not merely to content himself that the balance sheet is in accordance with the books but must see that the books are properly written and that the balance sheet is properly drawn up. He must examine vouchers and see that they are checked and certified and compare them with the cash book

and the bank pass book. He must also see whether the accounts are punctually posted and balanced and must ascertain the correctness from its first source. Co-operative audit is all this and something more. The Registrar (who is under the Act responsible for conducting the audit and prescribing its conditions) is bound by his duty to the public to see not only that the audit is mathematically correct but also that the affairs of the society are being conducted in a truly co-operative spirit in accordance with the principles of co-operation. This needs a more detailed scruting into the policy underlying the transactions of the society than would be required by an auditor. Further the Register is concerned not only to discover and expose what is wrong about the working of societies but also and even more so to assist societies to correct their mistakes and do their work rightly in future. This makes it necessary that the audit of a co-operative society should go much beyond the scrutiny of accounts. Indeed the inspecting officer is as much the guide, counsellor and friend of the society as an inquisitor into its mistakes.

### AUDITOR'S DUTIES.

240. The exact duties and functions of a co-operative auditor cannot be precisely defined. A Co-operative auditor should be on the most cordial terms possible with the society. Unless he places a very high ideal before him he cannot expect to exercise a stimulating influence upon others. An auditor is employed not merely to give orders but to get things done.—

1. He must verify the cash balance. If it is not produced he should make a note to this effect and record the reasons for not producing it and when it has been produced, if at all it was produced. He should also say how it is invested and if it is not invested how and where it is kept.
2. He must verify the genuiness and regularity of all personal securities and mortgage bonds and see that they are not time-barred. Defects must be detailed. He must see that acknowledgements are obtained in the case of those bonds which are about to get time-barred.
3. He must verify the property statements in general meeting and also by independent enquiry from persons connected with the society. He must state the steps he has taken to verify the statement and the results of his enquiries.
4. He must ascertain from the property statement and otherwise if necessary, whether personal sureties are alive to their undertakings and whether the mortgage securities are sufficient. Any defects should be pointed out, commented on and rectified.
5. He must submit a detailed report of all overdue debts and state definitely whether he considers them good or not. He should also state the steps that are being taken to recover them,

6. He must verify the liabilities against the Central Bank's statements and fixed deposit receipts in the hands of depositors etc. (whenever possible) and note the differences with his explanations.
7. He must state whether the bye-laws, the Registrar's orders etc. are being properly observed.
8. He must state whether all the irregularities brought to light in previous audit reports have been rectified.
9. He must prepare a balance sheet and profit and loss statement and
10. He must test some of the Supervisor's observations in the supervision report, note the result and state if the supervision appears efficient or if not its defects.

In brief it may be said that nothing of vital importance to the successful working of a society should escape his notice and attention.

241. The practice is that the audit of village societies is rushed through during four months in an year. This puts an unusual strain on the audit officers and in many cases audit has to be hurried. As a consequence, the audit officers have not, in all cases, been able to carry out audit in accordance with the existing instructions. The societies may be audited at any time provided that between two annual audits at least six months should intervene. The officer conducting the audit should make definite reports about all assets and add whether they are recoverable or not. Sanction for the payment of dividend is usually given by the Registrar only on an examination of the condition of the society as revealed by the audit. So far as the Registrar's office is concerned this has always been a moot point. To place the Registrar in a position to refuse sanction (if so advised) he should have the auditor's definite report about the irrecoverability of particular assets. Failure to realise overdue loans is no ground for the refusal of the Registrar's sanction to the payment of a dividend. Auditors will therefore incorporate in their audit note a report of the assets which are irrecoverable. They need not consider whether the society which they are auditing is or is not in such a position as to make the Registrar refuse to sanction the payment of dividend advisable.

## ii.

## LOCAL AUDIT.

242. Auditors should not summon the members of co-operative societies away from their villages for the work of inspection and audit. Under Section 22 of the Act, the audit must include an examination of overdue debts if any and valuation of assets and liabilities of the societies. Moreover in the audit of a co-operative society, education and inspection of details play a most important part and satisfactory answers cannot possibly be given to the questions put by the Registrar in his form of audit note unless the work is patiently and thoroughly done within the

village and amidst the actual surroundings of the members. No audit is local which renders it necessary for the members of the society to leave the village which is the society's registered headquarters. To grant a certificate for work which has not been done on the spot is a very serious matter. The auditor should examine overdue accounts of each society and should class such amounts as bad, good or doubtful using the experience he has gained in the audit of societies. Auditors do not now include the review of the previous audit in their audit notes. The review of previous year's audit is an important part of the annual audit and should not be overlooked. Audit will be of little use if the defects disclosed are not rectified and be such as to facilitate the checking by inspecting officers of the attention given by society to the rectification of defects pointed out during the audit. Two registers are prescribed in this connection—one to be maintained by the societies and the other by the Unions. It is the duty of the auditor to see that the registers are properly maintained whenever he visits the society or Union and note what defects had remained without rectification at each of his visits.

243. Co-operative audit was confined to annual audit in the State hitherto. But with the reorganisation of the department, interim audit is also enforced. Audit therefore hereafter will be of two kinds, interim and final.

Besides this, the department has introduced also the system of the test audit by the superior officers of the department.

### iii.

### INTERIM AUDIT.

244. The audit which is conducted between the two final audits of a society is called the interim audit. Ordinarily the interim audit is taken up as soon as the final audit is over. The interim auditor covers all items of work of the final audit except the preparation of the balance sheet and the profit and loss accounts. The interim auditor has to do all the mechanical checking, investigate into administrative matters, prepare a statement of receipts and disbursements and verify the ledger balances. The interim audit facilitates final audit. Further it is a means to detect frauds and errors early. The societies will have a chance to know early in the year whether there are any mistakes in their working and how they have been working since the previous final audit. As soon as the interim audit is over, the auditor should send up a confidential report to the Registrar (or the Assistant Registrar as the case may be) intimating in concise form the result of the interim audit. A copy of the interim audit report in the prescribed printed form should be given to the society.

### iv

### FINAL AUDIT.

245. The final audit is the statutory annual audit mentioned in Section 22 of the Act. It is only after this that the final accounts of the

society for the year can be closed. The Act lays down that it shall include an examination of overdue debts, the verification of the cash balance and securities and a valuation of the assets and liabilities of the society. A proper balance sheet and a profit and loss account should be drawn up at the end of the final audit. These statements form the bases for the Registrar and the financing institutions to gauge correctly the financial position of the society.

246. The final audit involves (i) the mechanical audit and (ii) the administrative audit. The final audit commences from the 1st of Mithunam of every Malabar year and ends at the latest by the first of the succeeding Thulam. If the interim audit has been done properly, the final audit will invole only the examination of books, accounts &c., from the date up to which the interim audit was completed till the end of the Co-operative year.

247. Rule XIX of the Rules under the Act requires every society to prepare for each co-operative year in the prescribed form (1) a statement showing the receipts and disbursements for the year (2) a profit and loss account (3) a balance sheet and other statements or returns prescribed by the Registrar, so that the work of the auditor may be facilitated. But it is only very seldom that the societies prepare these statements. Invariably the auditors themselves have to prepare these statements for the societies with the result that the whole work connected with the audit falls on the auditor. This takes away a good deal of the time of the auditor which could be utilised for the discharge of various other duties and also shuts the possibility of the societies developing self-reliance in the matter of their internal management. The final audit report in the prescribed form, as is the interim audit report, should be submitted to the Registrar or the Assistant Registrar, as the case may be, as soon as the audit is over. The report is scrutinised by the Registrar or the Assistant Registrar and the Audit certificate is then issued. The certificate will be forwarded to the society along with a copy of the audit statements.

## V

## *Test Audit.*

248. There is yet another form of audit by name the test audit, by which the final audit done by each auditor is tested to see whether he has correctly done the audit or not. Test audit involves a re-audit of the accounts of the society. Ordinarily five per cent of the societies should be taken at random for test audit. If the test audit of three societies shows that there are serious defects in all these, a further three societies should be asked to be audited by another auditor. If all the six societies show serious defects, the whole number of societies audited by that auditor should be reaudited and that auditor should be severely punished. Test audit should go side by side with the final audit. The officers who test audit the societies should not inform the auditors beforehand the societies which they propose to test audit.

## vi.

### *Preparation for Audit.*

249. The auditor should commence the actual work of auditing by persuing (1) the bye-laws of the society with particular reference to the value of a share, the number of shares that a member can take, the maximum borrowing limit of the society and of the individual member and the person or persons authorised to receive and pay the money (2) the list of books maintained by the society and the relation of one to another (3) the previous year's audit report and the summary of defects. if any in order to ascertain if the defects noted therein have been rectified.

250. The auditor should do his work methodically by chalking out a programme of work for the whole season. It is recommended that the auditors should possess some "working sheets" in which should be noted a complete record of work done during the audit of each society.

251. Audit is divided into three parts :—

(1) Mechanical audit;

(2) Administrative audit and

(3) Preparation of the statements and audit report.

## vii

### *Mechanical Audit.*

252. It is by mechanical audit that the accuracy of the accounts of the society is ensured. The auditor must begin with the cash book. Being the book of the first entry the cash book forms the basis for all other books. All receipts and payments in the cash book should be compared with the entries in the other books. The receipts side of the cash book should be compared with the counterfoils of the receipt-books. Three points have to be noted in this connection. They are :—

(1) whether moneys have been received by the person authorised under the bye-law;

(2) whether receipts in the prescribed form are being issued in all cases and

(3) whether all the items of receipts have been duly brought to account then and there.

Societies should be insisted to use printed and serially numbered receipt books so that it may be possible to detect missing numbers and blank counterfoils. The auditor should not pass over such missing numbers without getting a satisfactory explanation. The original of cancelled receipts should remain intact or attached to the counterfoil. Otherwise there is reason to suspect foulplay. Joint receipts *i. e.* receipts for more than one item should be discouraged. The auditor should place a tick mark against the respective entry in the cash book as soon as a counterfoil is checked; and the counterfoil should be cancelled by the bold initials of the auditor. The dates of the counterfoils should tally with the cash book entries. Pass books, if any, should be compared with the cash book. Withdrawals from the savings account should always have a corresponding entry in the cash book.

253. When the receipts side is finished, the auditor should take up the disbursement side of the cash book and compare it with the vouchers. The vouchers should explicitly state that they were given to the society, and specify the nature of payment. They should be filed in the order of the entries in the cash book. In some societies the signature or thumb impression of the payee is substituted for proper vouchers. It may not be feasible to insist on proper vouchers in respect of these. But the auditor should insist that such evidence of payment should be attested by two witnesses. When this is not possible, proper vouchers should be insisted. All the vouchers should be pasted in a voucher-file book. It may not be possible for the society to produce vouchers for petty expenditure. The auditors may pass over such items, if they are found reasonable and supported by the certificate of the disbursing officer. Vouchers which are checked should be cancelled by the bold initials of the auditor with dates. These initials will signify that all items have been brought into the cash book and that the voucher has been used in respect of a certain payment by the society. So much so, it cannot be used again in support of another entry.

254. Entries in the cash book should then be checked with entries in corresponding ledgers (admission book, deposit ledger, loan ledger etc.) The auditor should place special crossticks against each item of receipt or disbursement in the cash book and initial in the column provided in the ledger.

255. The amount of loan, the rate of interest, the period of repayment and the actual repayments should be noted in the loan ledger, and the auditor should see whether all these have been duly noted. He should see that all admissions, allotment of shares and withdrawals in the admission book are supported by proper resolutions. He should examine whether the conditions of deposit or loans have been duly entered and closely observed by looking into the ledger of borrowings. The liability register should be carefully looked into, to ascertain the extent of each member's liability, both in respect of his loans and those in respect of which he is surety. The general ledger should be checked direct from the cash book. The minute book is the evidence to find out whether there is necessary sanction for all the transactions of the society. The auditor should place his initials against the relevant resolutions.

256. A list of outstandings for share capital, loans and other borrowings should then be prepared. The totals must agree with those in the general ledger.

257. As far as possible, the entries in the cash book, vouchers, receipts and the ledgers must be compared simultaneously so that the advantages of cross-checking may be realised.

258. The arithmetical checking of additions is very important. The carried forward figures should also be carefully scrutinised. Errors may frequently occur in all these details.

### viii.

### *Administrative Audit.*

259. It is the administrative audit that distinguishes co-operative audit from company audit. Administrative audit is a peculiar characteristic of co-operative audit. A co-operative auditor's duty does not cease with the discovery of errors of omission and commission in accounts. He has got a duty to rectify them and to see that they are rectified by the societies. Hence he has to investigate into the details of the administration of the societies. This he should do by collecting information by means of personal enquiries besides examining minutely the books kept by the society. The most important books, he should look into for this purpose are:—(1) the receipt book, (2) the cash book, (3) loan ledger, (4) ledger of borrowings, (5) admission book, (6) minute book and (7) property statement. He should not confine himself to these and other records kept in the society. Receipts and pass books with members should as far as possible be called for and checked. A systematic scrutiny of this kind helps all concerned.

260. Missing folios, uninitialled receipts or blank counterfoils should attract the attention of the auditor in the receipt book. If the auditor has any reason to believe that there have been instances of false accounting, he should not hesitate to call for original receipts and personally check them. But this should be the exception rather than the rule.

261. The cash book should be religiously written up from day to day and the cash balance struck both in figures and in words and the days' transactions attested by the President and the Secretary. Balances beyond the maximum prescribed by the Bye-laws should be investigated. The auditor should explain that retention of cash balance beyond the prescribed maximum will make the person responsible liable for criminal prosecution. He should also see whether there have been instances of reloaning out of the collections from members and repayments from fresh loans obtained from the Central Bank. Cases of book adjustments should also be noted. These should be discouraged.

262. Items which are left uninitialled in the loan ledger during the mechanical audit should be noted and its reasons ascertained. The action taken by the committee in respect of overdue and timebarred-loans should also be examined.

263. The admission book should be scrutinised in respect of the dates of admission, the dates of allotment of additional shares and the withdrawal of members. Arrears of share capital should not be allowed. The minute book should be examined to see whether the meetings have been held periodically according to the bye-laws with

the required quorum and whether the resolutions were properly recorded. The auditor should see that the property statement is being revised from year to year in a General Body signed by all the members and certified by the committee. The maximum borrowing power of the society should be correctly ascertained with reference to the net assets. A new items in the property statement should be examined by local enquiries with a view to see whether the valuation of properties is reasonable.

264. The Auditor's duty does not cease with finding out the errors. He should get them rectified and report to his superior officer such of the defects as could not be rectified immediately pointing out the lines on which steps for improvement may be taken.

## ix.

### *Preparation of statements.*

265. After the completion of the mechanical and administrative audits, the auditor should proceed to prepare the statements. There are 3 statements to be prepared. They are:—

1. Receipts and Disbursements;
2. Balance sheet, and
3. Profit and Loss account.

### *I. Receipts and Disbursements.*

266. A form is prescribed in the audit note for the statement of receipts and disbursements. The entries in the cash book will have to be compared with those in the general ledger, and the totals under each head will give the receipts and disbursements. The items noted below generally constitute the details of this statement.

*Receipts and Disbursements.*

| *Receipts.* | Rs. | Ch. | C. | Rs. | Ch. | C. |
|---|---|---|---|---|---|---|
| 1. Share Capital. | | | | | | |
| 2. Deposits and borrowings from | | | | | | |
| (*a*) Members. | | | | | | |
| (i) Fixed deposits. | | | | | | |
| (ii) Recurring deposits. | | | | | | |
| (iii) Savings deposits. | | | | | | |
| (iv Current deposits. | | | | | | |
| (v) Other deposits. | | | | | | |
| (*b*) Non members. | | | | | | |
| (i) Fixed deposits. | | | | | | |
| (ii) Recurring deposits, | | | | | | |
| (iii) Savings deposits. | | | | | | |
| (iv) Other deposits. | | | | | | |

Rs. Ch. C. Rs. Ch. C.

(c) Primary Societies.
(d) Financing Banks.
(e) Government and other sources.

3. Loans repaid. {Individuals. Societies.
4. Interest.
5. Sale proceeds.
6. Investments withdrawn.
7. Other items.
    (a) Miscellaneous income.
    (b) Due to society.
    (c) Due by society.
8. Total.
9. Opening balance.
10. Grand total.

*Disbursements.*

1. Share capital withdrawn.
2. Deposits and borrowings repaid to.
    (a) Members.
        (i) Fixed deposits.
        (ii) Recurring deposits.
        (iii) Savings deposits.
        (iv) Other deposits.
    (b) Non-members.
        (i) Fixed deposits.
        (ii) Recurring deposits.
        (iii) Savings deposits.
        (iv) Other deposits.
    (c) Primary Societies.
    (d) Financing Banks.
    (e) Government and other sources.
3. Loans issued to {Individuals. Societies.
4. Interest paid on loans and deposits.
5. Dividend paid.
6. Bonus paid.
7. Stock bought (Purchase of members products.)
8. Establishment and contingencies
9. Other items.
    (a) Miscellaneous payments.

(b) adjusting heads.
- (1) Due to society.
- (2) Due by society.

(c) Furniture etc., bought.

10. Reserve Fund invested.
11. Investments made
12. Total.
13. Closing balance
14. Grand total.

267. (2) *Balance sheet.* For the purpose of correctly recording the outstanding assets and liabilities at the end of each year a number of adjustments are necessary. The terms "outstanding assets" and "outstanding liabilities" require amplification.

"Outstanding assets are items which accrue to the society and are not recorded in the books. They have to be passed through the books on the closing date unlike capital items. Such assets are interest on loans to members, interest on investments &c. Besides, there are certain items of expenditure such as printing charges, cost of account books, and stationery which are treated as assets and written off over a period of years. This class of expenditure is known as deferred revenue expenditure.

Of the above, interest item deserves special mention. The interest receivable pending payment to the society from the date up to which interest was last paid on the principal to the date on which the account is closed for drawing up a balance sheet is known as accrued interest. The accrued interest is divided into

(1) interest accrued but not overdue;

(2) interest overdue, that is interest that fell due during the year but was not paid before the end of the co-operative year; and

(3) interest accrued after an item of interest becomes overdue *i. e.* accrued interest for the period between the date, when an item of interest fell due but was not paid, and the last day of the year. (Madras Manual)

268. Only interest actually collected during the year is treated as divisible profit and taken to profit account while interest accrued is treated as book profit and shown as items of asset in the balance sheet.

269. "Outstanding liabilities besides capital items include such items as interest pending payment, cost of management due, interest collected in advance, supervision fund due etc. All these outstandings should be correctly brought into the general ledger. (Madras Manual)

270. The balance sheet and the profit and loss account must be prepared with the help of statement No. *i*, that is, Receipts and

Disbursements, the previous year's balance sheet and the list of outstandings. The auditor in preparing the balance sheet should correctly value all the assets and satisfy himself that they do exist. Loans should be valued correctly and should be classified as good, bad and doubtful. A reserve should be made for bad and doubtful debts. No bad debt reserve need be created in societies which are working at a loss. Government securities, furniture, stock-on-trade etc. should be correctly valued at cost or market price. Investments should be verified and importance given to the verification of cash balance... The items under adjusting heads *viz.* notice charges, advances etc. must be thoroughly scrutinised. Bonds and properties purchased by societies should be valued separately. As far as possible suspense items should be avoided.

271. Items on the liability side should be verified with reference to the ledger balances. The auditor should see that the balances arrived at in the balance sheet and the ledger balances agree item by item. The assets and liabilities will consist of the following items : —

BALANCE SHEET — ASSETS AND LIABILITIES.

| *Assets.* | *At the end of the year.* Rs. | Ch. | C. |
|---|---|---|---|
| 1. Cash. | | | |
| (1) On hand. | | | |
| (2) In Bank. | | | |
| 2. Other investments. | | | |
| (1) Reserve fund. | | | |
| (2) Shares taken in the Central Bank. | | | |
| (3) Shares in other co-operative institutions. | | | |
| (4) Fixed deposits. | | | |
| (5) Savings deposits. | | | |
| 3 Loans due by members (Individuals.) | | | |
| (*a*) Considered good. | | | |
| (*b*) Doubtful. | | | |
| 4 Do. by societies. | | | |
| (*a*) Considered good. | | | |
| (*b*) Doubtful. | | | |
| 5. Interest due. | | | |
| 6. Value of stock in hand (Trading account) | | | |
| 7. Other items. | | | |
| (1) Value of furniture less depreciation. | | | |
| (2) Value of Society's buildings. | | | |

*Liabilities.* *At the end of the year..*

Rs. Ch. C.

(3) Value of immovable properties purchased in the execution of decrees.
(4) Adjusting heads.
8. Total.
1. Loans and deposits.
(*a*) Members ( individuals )
i. Fixed deposits.
ii. Recurring deposits.
iii. Savings deposits.
iv. Other deposits.
(*b*) Non-members ( individulals )
i. Fixed deposits.
ii. Recurring deposits.
iii. Savings deposits.
iv. Other deposits.
(*c*) Primary Societies.
(*d*) Financing Banks.
(*e*) Government and other sources
2. Share capital.
3. Reserve Fund. Separately invested.
Yet to be invested.
4. Other funds of the society.
5. Due by society. (*a*) Interest.
(*b*) Dividend
(*c*) Undistributed profits.
6. Establishment and contingent charges due.
7. Other items.
(1) Supervision fund due.
(2) Adjusting heads.
(3) Others.
8. Total liabilities,
9. Net difference between assets and liabilities

ASSETS—NOTE:—(1) The auditor furnishes the following particulars in respect of long term and short term loans outstanding:—

*Short term loans.*

Not yet due
(1) Surety
(2) **Mortgage**

Extended—

Once. (1) Surety
(2) Mortgage

Twice or more. (1) Surety
(2) Mortgage

Overdue. (1) Surety
(2) Mortgage

*Long term loans.*

Not yet due—

(1) Surety
(2) Mortgage

Extended—

Once. (1) Surety
(2) Mortgage

Twice or more. (1) Surety
(2) Mortgage

Overdue. (1) Surety
(2) Mortgage

(2) The auditor should in the case of long term loans give the details of outstandings as to the amount falling due in each of the following year.

LIABILITIES—NOTE:—The auditor should in the case of long term deposits and borrowings give details of outstandings as to the amount falling due in each of the following year.

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### 3. PROFIT AND LOSS STATEMENT.

272. The next statement that has to be prepared is the profit and loss statement. All items of income representing profit for the audit period and all items of expenditure including reserve for bad and doubtful debts and depreciation are to be shown in this statement. All accruing income and items pending payment have to be added to the appropriate heads. Items shown as pending at the close of the previous year have to be deducted.

273. There are two kinds of profits—the book profit and the net profit. The book profit merely represents the excess of assets over liabilities. This includes overdue interest and interest accrued thereafter. This is the profit which is shown in the balance sheet. These items are not included in the Profit and Loss statement. Book Profit is different from the Net Profit. The Net Profit is the excess of the total of the profit items over that of the loss items. If there is any deficit, that represents the net loss. Any loss of previous years should be set off against the profits of the current year before finding out the Net Profit.

274. The following items constitute the profit and loss statement.

## PROFIT AND LOSS.

| | Rs. | Ch. | C. | Rs. | Ch. | C. |
|---|---|---|---|---|---|---|
| *Profit.* | | | | | | |
| Interest earned— | | | | | | |
| 1. (*a*) Realized ... | | | | | | |
| Add— | | | | | | |
| (*b*) Interest accrued ... | | | | | | |
| Total ... | | | | | | |
| Deduct— | | | | | | |
| (*c*) Interest accrued at the end of the previous year ... | | | | | | |
| Net ... | | | | | | |
| 2. Gross profit of sales of stock ... | | | | | | |
| 3. Miscellaneous income ... | | | | | | |
| (*i*) Amount realized ... | | | | | | |
| Add— | | | | | | |
| (*ii*) Amount pending recovery... | | | | | | |
| Total ... | | | | | | |
| Deduct— | | | | | | |
| (*iii*) Amount pending realization at the end of the previous year ... | | | | | | |
| Net amount ... | | | | | | |
| Total ... | | | | | | |
| *Loss.* | | | | | | |
| 1. Interest paid and due— | | | | | | |
| (*a*) Paid ... | | | | | | |
| Add— | | | | | | |
| (*b*) Interest pending payment ... | | | | | | |
| Total ... | | | | | | |
| (*c*) Deduct interest pending payment at the end of the previous year ... | | | | | | |
| (*d*) Net amount ... | | | | | | |
| 2. Establishment and contingent charges paid and due ... | | | | | | |
| 3. Assets written off as bad debts ... | | | | | | |
| 4. Depreciation of stock ... | | | | | | |
| 5. Miscellaneous items ... | | | | | | |
| 6. Last year's loss ... | | | | | | |
| Total ... | | | | | | |
| 7. Net profit (+) or loss (−) ... | | | | | | |

275. *Demand, Collection and Balance.*

| Major head. | Items. | Amounts. |
|---|---|---|
| | | Rs. Ch. C. |
| I. Share capital due by members. | 1. Amount recoverable on account of the year with arrears of previous years | |
| | 2. Amount recovered | |
| | 3. Balance | |
| II. Supervision Fund. | 1. Amount recoverable on account of the year with arrears of previous years | |
| | 2. Amount paid | |
| | 3. Balance | |
| III. Loans and deposits due by the society. | 1. Amount payable on account of the current year with arrears of previous years | |
| | 2. Amount for which extension was granted lasting beyond the year | |
| | 3. Repaid during the year out of the amount in column i. | |
| | 4. Paid in advance, if any | |
| | 5. Total (columns 2 plus 3) | |
| | 6. Balance (columns 1-5) | |
| IV. Interest due by the society. | 1. Accrued and falling due during the year with the arrears of previous years | |
| | 2. Amount paid during the year | |
| | 3. Balance | |
| | | Short term. Rs.ch.c. <br> Long term. Rs.ch.c. |
| V. Loans due to the society from members and societies. | 1. Amount that fell due during the year with the arrears of previous years. | |
| | 2. Amount for which extensions were granted lasting beyond the year | |
| | 3. Amount recovered during the year | |
| | 4. Amount written off during the year | |
| | 5. Total (columns 2 to 4) | |
| | 6. Advance collections, if any | |
| | 7. Balance (columns 1 to 5) | |

| Major head. | Items. | Amounts. |
|---|---|---|
| VI. Interest due to the society from members and societies. | 1. Amount accrued and falling due during the year with the arrears of previous years | |
| | 2. Amount recovered during the year | |
| | 3. Amount written off during the year | |
| | 4. Total (columns 2 plus 3) | |
| | 5. Advance and excess collections | |
| | 6. Balance (columns 1 to 4) | |

276. After the preparation of these statements, the auditor should fill up the audit report forms and also prepare a draft audit certificate. He should also make a short summary of the defects in the working of the society which he has been able to detect during the audit. He should then forward all these to the Registrar or the Assistant Registrar as the case may be who will after scrutiny pass the audit report and issue the certificate. The society and the Union should be informed of the defects. The department and the Union should see that the defects are remedied as soon as possible.

277. The details of the audit of special types of societies must necessarily vary. But the fundamentals are the same. Special points which are to be noted in the audit of financing institutions are given in the Audit Report form

## X
## *Levy of Audit fees.*

278. Rule XI of the Rules under the Co-operative Societies Act relates to the levy of audit fees.

"(1) Every registered society the working capital of which amounts to Rs. 20,000 or more on the last day of every co-operative year shall pay to Government a charge for the audit of its accounts for each year in accordance with the scale fixed by the Registrar with the previous approval of Government in respect of the class of society to which it belongs:

Provided that this sub-rule shall not apply to:—

(*a*) any agricultural credit society with unlimited liability; or

(*b*) any supervising Union or the Travancore Co-operative Institute Ltd: or

(*c*) any society which has its accounts audited at its own expenses:—

(i) under arrangement approved by the Registrar or

(ii) by a person authorised by the Registrar to audit the accounts of the society under Section 22 of the Act, if such person is willing to furnish the statements prescribed by these rules, and in the forms required by the Registrar.

(*d*) Any non-credit society other than distributive societies with an annual turn-over exceeding Rs. 25,000.

(2) The charge payable by a society under sub-rule (i) shall be for the co-operative year and shall be paid into the nearest Government Treasury within four months of the close of such year.

(3) All charges leviable under this rule shall be recoverable in the manner specified in Section 66 of the Act.

(4) The Registrar may, at his discretion, remit the whole or any part of the charge payable under sub-rule (1) by a particular society or by a particular class of societies, of any year or other specified period."

279. In pursuance of this, Government have by G. O. R. O. C. No. 4817/39/Development dated 18th July 1939 sanctioned tentatively for one year the following rates of fees :

| | |
|---|---|
| Central Bank, Taluk Banks and Credit Societies with a working capital of Rs. One lakh and above. | Rs. three per diem. |
| Credit Societies with a working capital of less than one lakh and above Rs. 20,000 and other types of societies with a turn over of Rs. 20,000 and above. | Rs. Two per diem. |

The auditors are required to work for six hours daily from 10 A. M. to 5 P. M. with an interval of an hour between 2 and 3 P. M. for lunch. This sanction has been extended for another year.

## xi

### *Classification.*

280. On the result of the audit, societies are to be classified :

1. On the basis of their standard of working ;
2. On the basis of the percentage of their collections to demand.

The details of the classifications are given below.

A Class societies need no help from official or non-official staff, other than the annual audit.

B Class societies must also carry on its business without the help of any outsider. But these societies may contain a certain number of defaulters, their accounts need not be faultless and their co-operative spirit and education may be in some respects short of perfection.

Hopeless and moribund Societies are closed as D.

All other Societies fall under C class.

The classifications of societies on the basis of their collections are given below :—

I. Societies which collect 95 per cent. of their outstandings.
II. Do. 70 ,, Do.
III. Do. 55 ,, Do.
IV. Do. 40 ,, Do.
V. Do. below 40 ,, Do.
VI. Dormant Societies which did not issue any fresh loan during the year.

The second classification has recently been dropped in other places. It is an advantage to confine to one system of classification.

281. The personal liability of auditors under the Co-operative Societies Act is the same as that attached to the auditors of concerns under the ordinary Civil Law.

## XII.

### INSPECTION.

282. The audit of a Co-operative Society includes what in the case of ordinary Joint Stock Companies would be styled an inspection of their affairs. Inspection is closely related to audit. Audit is intended to ascertain the exact financial position of a society while the object of inspection is to find out that the work of the society is efficiently and properly carried out. The Inspector must see that the credit of every borrower is properly assessed, that loans are covered by several assets and that net overdue preference is given to borrowers, that instalments are properly fixed, that receipts and payments are properly forecasted, that recoveries are timely made, and that the creditors and depositors are timely paid. Audit is held only once a year, but inspection must be held oftener. An auditor need not go into books and papers while an Inspector has to examine not merely these but also has to examine the members. The inspection is as much the function of the financing banks as the Department.

## CHAPTER XII.

### SUPERSESSION.

283. With the growth in the number of societies supervision became lax and the committees of societies began to have their own ways of doing things. Societies became moribund and the number of societies

which practically did no work increased. It was found that the financial condition of many of these societies was sound and hopes were entertained that it may be possible to work these societies on proper lines if their management was entrusted to either a single individual or a group of fresh individuals. Experiments in the line proved to be a success. But the absence of a provision enabling the entrustment of the management of a society to some one other than those elected as members of the committee for a particular period stood in the way of adopting this procedure.

284. The model bye-laws of the societies no doubt contained a provision by which the General Body was competent to entrust the management of the society to a single individual and to invest him with all powers of the committee to facilitate proper and efficient administration of the society. This provision in the byelaws remained a dead letter. No society availed itself of this provision. There was a practical difficulty in working this provision. It postulated an alert General Body keenly alive to the working of the society. Very often it was not possible to see such a General Body. It was therefore necessary that a third party should take up the responsibility and see that the management of such societies is handed over to more competent persons.

285. When therefore Act X of 1089 was amended and the new Act was passed into law a new provision was made in the Act enabling the Registrar to superseed the committee of a registered society.

286 There is a similar provision in the Madras Act VI of 1932 but the provision made in our Act differs from the provision in the Madras Act on two points. The Madras Act empowers the Registrar to appoint an agent to manage the affairs of the society. Here that is not permitted. A committee can be superseeded only by the appointment of another committee. Secondly, before ordering supersession in Madras, the Registrar has to consult the financing bank if the society is indebted to it. This is not needed here. Consultation with the financing bank, even if the society is indebted to it, is dispensed with.

287. According to Section 47 of the Act the Registrar is given the powers of supersession of the Committee. If the Registrar finds that the committee of a society is not functioning properly and if he believes that under a new committee the society has got a better chance of working, he must first of all state his intentions of superseding the committee and ask the existing committee to state its objections, if any,, to the Registrar superseding them. The objections should be given in writing. The Registrar may then consider the objections and record a finding on them as to whether they are admissible or not. If the finding of the Registrar is that the objections cannot be accepted the Registrar will pass an order superseding the committee, directing therein the Secretary of the society to convene a General Body meeting of the society to elect a new committee within six weeks from the date of the finding. If the society does not elect a new committee as desired

within the time prescribed, the Registrar will by a written order appoint a suitable committee consisting of as many members of that society as he may deem necessary to manage the affairs of the society for a specific period not exceeding one year.

288. If the new committee elected by the society under directions from the Registrar does not in his opinion function properly, he can supersede that committee and appoint another in its stead. The maximum period for a committee appointed by the Registrar at the first instance is one year. But this period may be extended from time to time subject to the reservation that the whole period inclnding the extensions shall not exceed more than two years in the aggregate.

289. The committee appointed by the Registrar shall have all the powers, rights and responsibilities of the regular committee of the society according to the bye-laws of the society. The newly appointed committe shall at the expiry of the period for which they have been appointed convene a General Body and elect a new committee to which the charge of the society shall be handed over.

290. The Act provides that the Registrar should before calling for objections from the committee intended to be superseded consult such body of persons as are prescribed by Government regarding the proposed supersession.

## CHAPTER XIII.

### *Arbitration and Execution.*

291. The settlement of disputes arising in Co-operative Societies in a summary manner by arbitration is a privilege conferred on the societies by the Act. The principle under which this privilege has been conferred is in keeping with the objects of the movement. The members of Co-operative Societies are persons of limited means and the object of a Co-operative Society is the promotion of thrift, mutual aid &c. As such the purpose behind the movement would be defeated if the members thereof are exposed to the prospects of a protracted litigation. Section 56 of the Travancore Co-operative Societies Act provides for the compulsory settlement of disputes arising in societies by the Registrar or by any person who has been invested with powers of arbitration by the Government or an arbitrator or arbitrators nominated by the Registrar instead of the filing of a suit in a regular Civil Court. Section 56 provides that all disputes touching the business of a society between the parties mentioned in the Section shall be referred to the Registrar. The word "Shall" in the Seotion clearly denotes that it is intended to provide a special and prompt procedure for cases in which, having regard to the class of people affected, a speedy decision as to their dispute is essential. It will be entirely repugnant to

the scope and object of the Act if such disputes are allowed to be decided in a Civil Court. (71 I. C. 722). The Travancore High Court has ruled that in matters touching the business of a society the Civil Courts have no jurisdiction. Thus a discontended member cannot legally take his dispute to the Civil Court or refuse to go before an arbitrator.

i

*Disputes.*

292. The word dispute includes all matters which could form the subject of civil litigation. Explanation to Section 56 (1) states that a claim by a registered society for any debt or demand due to it from a member, past member, or the nominee, heir, or legal representative of a deceased member whether such debt or demand is admitted or not, is a dispute touching the business of a society. But a dispute regarding the disciplinary action taken by the society or its committee against a paid servant is definitely excluded from the purview of this Section It would presumably include a debt due to a society payment of which is not made on demand whether the fact of the sum being due is questioned or not. A dispute relating to a debt is none the less a dispute whether the amount is or is not disputed by the borrower when a demand for payment is made and is either refused or not complied with.

293. The words in the Section obviously indicate that the reference to dispute should mainly relate to money due. But they do not preclude disputes other than those relating to money due from being referred to arbitration provided they are disputes touching the business of the society. The words 'disputes touching the business of the society' are not confined to disputes in connection with the internal management of the affairs of the society or disputes in regard to principles which would regulate the conduct of the business thereof. Business includes all disputes besides those disputes regarding the internal management of the affairs of a society or disputes in regard to the principles which would regulate the conduct of affairs. The election of office bearers is certainly a part of the business of the society and any dispute regarding the same should be referred to the Registrar for decision.

294. A question has been raised whether an application for an award by a member of a Co-operative Society in respect of the moneys paid by him as surety to a loan against the principal debtor is a dispute touching the business of the society. There was a view prevalent that the rights and liabilities between the principal debtor and the sureties *inter se*, which arose as a consequence of the realisation of the entire loan and interest from the surety are matters concerning exclusively the principal debtor and the sureties and that the Act and the Rules do not authorise a society to concern itself in any manner with the resultant rights and liabilities, when a surety discharges in entirety a loan taken by the principal debtor, and therefore a dispute regarding such rights and liabilities cannot be said to be one touching the business

of a society. But the words used in the Act and the Rules are very general and lend support to the view that the Registrar retains jurisdiction in such matters. A dispute arising out of any particular transaction would not be outside the scope of this section. The Travancore High Court has held that the Civil Court has no jurisdiction in such matters ( 28 T. L. J. 32 ). The case reported at page 949 of the Travancore Law Times Volume X lays down that the Section has to be construed liberally so that the object of the legislation, *viz.* cheap and speedy disposal of disputes, may be carried out.

295. There is another important aspect of the question which has to be taken into consideration. Ousting the jurisdiction of the Registrar in this matter will really be dealing a very serious blow to the progress of the co-operative movement. It will be difficult to achieve the ideals for which co-operation stands if the shelter of the Registrar's Court is denied to persons who cheerfully lend their name and liability for the economic emancipation of another. Mutual suretyship the fundamental principle on which co-operative credit rests, would become impossible. Ousting the jurisdiction of the Registrar in such a matter would be undermining the principles for which co-operation stands.

296. The section enables the filing by Co-operative Societies of all disputes. This does not mean that the societies should refer indiscriminately all disputes to the Registrar. As a matter of fact it should be the endeavour of the societies to restrict references to the minimum. References should be filled only as a last resort. A society should not rush to the Registrar's Court as soon as a member becomes a defaulter in his loan. All attempts by persuasion and compulsion through the sureties must be made before a reference is filed. The society should develop an atmosphere so as to make the members feel that a reference to arbitration is a very undesirable step and that the society was forced into taking that step by their inability to take advantage of all the concessions that the society gave them.

## ii

## PARTIES.

297. Section 56 (1) of the Act lays down the persons against whom the aid of the Section could be invoked. It reads:—

> "If any dispute touching the business of a registered society (other than a dispute regarding the disciplinary action taken by the society or its committee against a paid servant of the society) arises—
>
> (*a*) among members, past members or persons claiming through members, past members and deceased members; or
>
> (*b*) between a member, past member or person claiming through a member, past member, or deceased member; and
>
> the society, its committee, or any officer, agent, or servant past or present of the society or

(*c*) between the society or its committee and any officer, agent or servant past or present of the society; or

(*d*) between the society and any other registered society.

Such dispute *shall* be referred to the Registrar for decision.'' These provisions make it plain that non-member depositors or other non-member creditors cannot seek the assistance of the Registrar's Court and that they will have to go to the Civil Court for any relief against the society.

298. Persons claiming through a member are his heirs, executors, administrators, assigns and nominees.

### III

### APPLICATIONS.

299. The bye-laws of societies provide that the committee should pass a resolution before making a reference against any particular member. The resolution should authorise the Secretary or the President as the case may be to file the reference. Rule XXXVIII (1) of the rules under the Act requires that the reference should be in writing. The application should include (1) a copy of the resolution of the committee referring the case for decision;

(2) the bond execution by the member in favour of the society.

(3) A copy of the members' ledger account shows his transactions with the society, and

(4) A statement of the nature and amount of the societies' claim in the prescribed form.

The copy of documents filed before the arbitrator must be certified as true in accordance with the provision contained in rule IX (*a*) of the rules.

300. If the member against whom an award is sought has mortgaged his property with the society and if it is proposed to sell the mortgaged property, the resolution asking for an award should state that a mortgage award is necessary. The mortgage deed should accompany the application for an award. If the mortgage property has been transferred to a third party, subsequent to the mortgage with the society, or if a third party is otherwise in possession, the name and address of the mortgagee or the possessor should accompany the application for a mortgage award.

301. Just as awards can be secured against members of societies awards can be secured against societies also. Ordinarily it is the financing institution, *i.e.* the Central Bank or the Taluk Bank, that has reason to apply for an award against its constituent society. Individuals also, who have cause of action against the society, may apply for an award. Before the managing committee of a bank decides to apply for an award against a society, it should consider whether an award is really needed

If the loan of the bank is not repaid owing to the default of two or three members of the society, the proper course would be to advise the society to proceed against those defaulters and to obtain an award against them, rather than have recourse to a hasty reference against the society. The situation will ofcourse be different if the defaulters of the member society are so influential that the society would not apply for an award against them or would not get it executed. In such a case, an award against the society is inevitable. If the working of the society is unsatisfactory and if there is no hope of reorganisation it is best to put such a society under liquidation rather than bring it under award. In short, the managing committee must seriously consider each case on its own merits and then decide what course of action is in the best interests of the society, the bank and the co-operative movement.

302. An application for award must be supported in this case also by a resolution of the committee stating the reasons why the bank found it necessary to apply for an award. It should be accompanied by a certified copy of the ledger account of the society and a list of the members of the society. This list should be up-to-date and if possible should be certified by the committee or at least by the Secretary of the Society. The application should state *inter alia* the amount for which an award is sought, the rate of interest, the date up to which the account is made up, and the maximum borrowing power of the society. If the amount is in excess of the maximum the reasons why so much amount has been advanced should be stated in full.

## iv.

## FORUM.

303. Section 56 (1) of the Act lays down that disputes touching the business of a society shall be referred to the Registrar for decision. Sub-section (2) of the same Section says that the Registrar may decide the dispute, (a) himself, or (b) transfer it for disposal to any person who has been invested by the Government with powers in that behalf, or (c) refer it for disposal to an arbitrator or arbitrators subject to such rules as may be prescribed. The proviso to (2) c states that if any party to a dispute applies that the dispute should be referred to an arbitrator or arbitrators, as the case may be, the Registrar shall refer accordingly. That is to say, if a society nominates A as the arbitrator in a reference filed by the society, the Registrar shall refer the dispute to "A." He has no authority to refer it to any person other than A. Sub-section (3) however, gives the Registrar power to withdraw such a reference from the arbitrator and deal with it in the manner provided in sub-section (2).

304. The Assistant Registrars are the only persons who have been invested with powers under sub-section (2) of Section 56. They have been given original jurisdiction in arbitration. The Assistant Registrar has the same powers as the Registrar in respect of arbitration so far

as entertaining and transferring references are concerned. In other words, he can take cognisance of the reference without its being transferred to him by the Registrar. Government have invested the Assistant Registrars with the powers of the Registrar regarding arbitration under Section 3 of the Act. When, in exercise of original jurisdiction, the Assistant Registrar decides a case he occupies the same position as the Registrar. Disputes arising in a co-operative division should invariably be referred to the Assistant Registrars in charge of that Division and not to the Registrar who exercises such powers throughout the State.

305. The nomination of the arbitrator by the societies should be made after due consideration and with a great sense of responsibility. No doubt much difficulty is felt in getting persons to do arbitration work gratis, and decide the dispute without unnecessary delay showing genuine interest and earnestness in the satisfactory discharge of the duties entrusted to them. To minimise these difficulties, societies should suggest the names of one or more competent persons willing to arbitrate. It has been the experience of the department that many of the societies do not exercise due care or caution in making these nominations. Many of the arbitrators proposed by the societies have proved to be either indifferent or incapable of discharging the responsibilities of the post. Much time and trouble can be saved by taking more care in the selection and appointment of arbitrators. A taluk-war list of deserving and competent arbitrators if prepared, would reduce the evils to a considerable extent. The Inspectors should prepare this list in consultation with the Unions. The following general points should be borne in mind while preparing the list and making any recommendation connected with the appointment of arbitrators :—

(*a*) the arbitrators proposed should be both influenital and respectable men of the locality. There should be nothing objectionable in their past history or previous conduct ;

(*b*) they should not belong to any recalcitrant faction or party :

(*c*) they must be capable of trying cases and disposing them off according to equity, justice and good conscience and without partiality or corruption.

(*d*) knowledge and experience in the principles and actual working of the co-operative societies should be considered essential qualifications for the post.

(*e*) persons pressed for time or subject to constant worries will not be of much use as arbitrators. Retired men of some means should always be given preference ;

(*f*) public spirited men who are prepared to do work gratis and within specified time and who can afford to do so should alone be recommended.

(*g*) only those residing at or near the societies more or less permanently should be selected ;

(*h*) no room should be given for complaints or objections from societies or individuals against the nomination of arbitrators ;

(*i*) a member of a society cannot try and dispose of the case filed by that society ;

(*j*) legal practitioners should be avoided.

306. When the reference is to be made to a body of arbitrators, one of them should be nominated by the Registrar and one by each of the parties to the dispute. The arbitrator appointed by the Registrar shall act as the Chairman of the body of arbitrators and shall direct the proceedings of the arbitration and carry on the necessary correspondence in connection with the reference.

307. Moderate out of pocket expenses incurred by the arbitrators in the settlement of the disputes may be allowed to them. But they should never claim any remuneration as a matter of right. The society should supply the arbitrators with the necessary forms so that the work may be speedily finished. A society should not charge more than rupees three under miscellaneous items under one claim.

## V

## SCRUTINY.

308. On receipt of a reference under Section 56 of the Act, the Registrar or the Assistant Registrar should examine the cases to see whether they come within and satisfy the requirements of the provisions of the Act. He should see whether (1) the dispute is between the parties mentioned in clauses (a) to (d) of Section 56 (1), (2) whether there is a cause of action for the dispute and (3) whether the dispute relates to the business of the society.

309. After satisfying himself on these points, the Registrar or the Assistant Registrar may admit the reference. He will then acknowledge the receipt of references and particularly of any bonds or valuable securities filed with them. In each case sufficient details of the valuable securities filed should be given so that the society may file these receipts in the place of bonds and make a note in the loan ledger that the bonds have been sent for decision. This precaution is very necessary, as it is the duty of the auditor to verify all bonds and trouble may be caused if the society is not able to produce the bonds or offer satisfactory explanation as to their absence when the auditor demands them.

## VI

## PROCEDURE.

310. The Registrar, or the Assistant Registrar or the Arbitrator or body of arbitrators or other persons deciding the dispute shall have power under Rule XXXVIII (3) to administer oaths, to require the

attendance of all parties concerned, including witnesses, and to require the production of all books and documents relating to the matter under dispute. Section 58 of the Act lays down that the above powers can be enforced only at the head quarters of the society concerned. Parties desiring to have certain persons examined as witnesses, whose attendance they cannot secure without summons, can have summons issued to them by the person deciding the dispute by payment in advance the expenses in accordance with the scale laid down in Rule XXXIX (7).

### vii

### SERVICE OF SUMMONS.

311. On the admission of the reference the Registrar or the assistant Registrar or the arbitrator or arbitrators shall issue summons in writing. Rules regarding the mode of service of summons are as follows:—

(1) Every summons issued under the Act shall be in writing and shall be authenticated by the signature and the seal, if any of the Officer by whom it is issued. It shall require the person summoned to appear before the said-officer at a stated time and place and shall specify whether his attendance is required for the purpose of giving evidence or to produce a document or for both purposes; and any particular document, the production of which is required, shall be described in the summons with reasonable accuracy.

(2) Any person may be summoned to produce a document without being summoned to give evidence; and any person summoned merely to produce a document shall be deemed to have complied with the summons if he causes such document to be produced instead of attending personally to produce the same.

(3) The service of summons on any person may be effected in any of the following ways:—

(a) by giving or tendering it to such person; or

(b) if such person is not found, by leaving it at his last known place of abode or business or by giving or tendering it to any adult member of his family or

(c) if the address of such person is known to the Registrar or other authorised person, by sending it to him; or

(d) if none of the means aforesaid is available, by affixing it in some conspicuous part of his last known place of abode or business.

(4) Where the serving officer delivers or tenders a copy of summons to the person personally or, to an agent or other person on his behalf, he shall require the signature of the person to whom the copy is so delivered or tendered, in acknowledgment of service endorsed on the original summons.

(5) the serving officer shall in all cases in which the summons has been served as above endorse or annex or cause to be endorsed or annexed on or to the original summons a return stating the time when and the manner in which the summons was served and the name and address of the person if any identifying the person served and witnessing the delivery or tender of the summons.

(6) where the defendant is a public officer, or is the servant of a Railway company or local authority, the officer issuing the summons may, if it appears that the summons may be most conveniently so served, send it by registered anchal pre-paid for acknowledgment for service on the defendant, to the head of the office in which he is employed together with a copy to be retained by the defendant.

312. Summons for service may be sent by registered anchal or post. If they are refused by the parties and the department concerned gives an endorsement to that effect the summons shall be deemed to have been properly served. Service by affixture should be attested by two respectable persons of the locality. The parties should be given reasonable time to appear before the person hearing the dispute. Actual service and the date of hearing should have at least a week between them. If the summons has not been served on all the parties the date of hearing should be postponed and fresh summons intimating the adjourned date should be issued to all parties. In the case of an adjourment after the parties once make their appearance no fresh summons is necessary provided the parties give an undertaking to appear on the date of the next hearing. Adjournments of hearing should as far as possible be avoided. It should be the endeavour of the arbitrator to dispose of the case completely even on the first hearing day.

## viii.

## ENQUIRY.

313. The person deciding the dispute shall record a brief note in English or in the Malayalam or Tamil of the evidence of the parties and witnesses who attend, read it out and translate it to them if necessary and take their signature to the deposition in token of their acceptance of the same. He shall also attest the same in token of the deposition having been taken before them. Legal practitioners are not allowed to appear before the Registrar or an arbitrator in co-operative arbitration proceedings in the Punjab But in some other provinces they are allowed when the case in question involves an understanding of the law which the party by himself might not be able to expound properly. This rule however does not prevent legal practitioners from being consulted for reference or from appearing in execution proceedings. The object of the arbitration procedure is to attain simplicity and equity. The technicalties of law should not be brought into such proceedings. In fact one of the banes of the co-operative movement in the State had been the free use of legal knowledge in the daily transactions of co-operative societies

and the consequent drifting away from the simplicity ideal of the cumbersome procedure of Civil Law. This has created many a difficulty in the working of co-operative societies in the State. Lawyers and Legal erudition should not as far as possible be introduced in the co-operative movement much less in arbitration proceedings. The most valuable arbitrator is an upright man of local influence who will often settle the questions on the spot to the satisfaction of the parties. Wherever possible the arbitrator should be a person in whom both parties have confidence. The duties of an arbitrator are judicial. The Evidence Act does not apply to proceedings before him and although general rules in admitting evidence should be followed, he is not required to comply strictly with them. Failure to conform strictly with the provision of the Evidence Act is not a legal objection to the award. An Arbitrator must hear all the evidence in the presence of both parties. He should not examine a party or witness except in the presence of the opposite party. It any party keeps back his evidence or fails to attend when called upon to do so, the arbitrator may proceed exparte. But before doing so, he should intimate that failure to attend will lead to exparte proceedings and he should give previous notice to the parties, of the date and place of hearing. The award has no legal effect if the arbitrator proceeds exparte without good reason. Notice of the arbitrator's appointment is usually sent from the Registrar's Office. Arbitrators are final judges not only on all matters of fact but also of questions of law which arise in the course of proceedings before them. It is unnecessary for an arbitrator to make any record of the evidence and to give any reasons for his finding. He should not decide matters not referred to him and he should be careful to decide all those points referred to him. He must have reason for his decision on all matters adjudicated by him. He must satisfy himself before giving an award. He should not be cited as a witness and examined as to his reasons or as to matters which influenced or induced him to arrive at his conclusions. He may however be called as a witness to prove admission by the parties and to prove his own misconduct. The arbitrator may seek the advice of others on difficult points, but he should do this in the presence of both parties whenever possible.

314. The Arbitrator has a greater obligation than the court to do complete justice between the parties. He may take the moral aspect of the case and base his decision on equity and good conscience.

315. The services of an arbitrator should be gratuitous. He should not take any payment for his work. No arbitrator will be justified in receiving any amount as arbitration fee, or arbitration charge or arbitration allowance. But this is subject to note 2 under Rule XXXIX (7) which lays down that on every dispute referred to the arbitrator or body of arbitrators a fee not exceeding seven chuckrams per dispute shall be paid by the petitioner to the arbitrator or body of arbitrators as incidental expenses. An arbitrator is also empowered to order payment of batta to the witnesses in accordance with the scale laid down in the above rule. Expenses under batta and incidental

charges shall be treated as costs of the dispute and the authority deciding the dispute shall have full power to determine by whom or out of what property and to what extent such costs and all other costs incidental to the dispute are to be paid and to give all necessary directions for the purposes aforesaid. Where the authority deciding the dispute directs that no costs shall follow the event, the authority shall state its reasons in writing. Interests on costs at any rate not exceeding 6 per cent. per annum may be awarded. The interest shall be added to the costs and recovered as such.

### ix.

### AWARD.

316. After hearing the parties and recording their deposition and satisfying himself on all material points the arbitrator should write out a judgment giving his reasons for the decision. In simple cases a note on the file regarding the decision may be sufficient. A decree should be drawn up in conformity with the judgment on the same day. The judgment should be pronounced in the presence of both the parties if they are present. A copy of the decree should be given to the plaintiff free of cost. Intimation regarding the disposal of the case should be sent to the defendants also. The arbitrator must sign and date his award.

317. The whole record of the case in original should then be forwarded by registered Anchal to the Registrar or the Assistant Registrar who, in turn, should examine the file and send copies of decisions or awards, or decrees to the parties concerned.

318. The arbitrators become *functus officio* as soon as they issue an award. They have no power thereafter to amend the award. They may however modify or correct an award where the same is imperfect in form or is bad for an obvious error which can be corrected without altering the decisions or where the award contains a clerical mistake or omission.

319. If a party admits a claim and prays for instalments the arbitrator has no power to grant the request. He should, in such a case, award the claim and leave the managing committee to fix istalments as a matter of grace.

320. Neither the Registrar nor the arbitrator has the power to issue injunction orders or direct stay of proceedings.

Under Rule XXXVIII (9) no award shall be granted for interest and penalty which when added together will exceed 50 per cent. of the principal amount.

### X

### REVISION.

321. The Registrar has the powers to revise on his own motion or on the application of a party to a reference any decision made by a

person to whom the reference was transfered, or by the arbitrator or arbitrators to whom it was referred But where the decision sought to be revised is one made by an arbitrator or arbitrators, appointed on the requisition of a party the Registrar shall not modify the decision, but may refer the matter again. to another arbitrator. If the Assistant Registrar took up the reference and decided it himself by virtue of the powers vested in him under Section 3 of the Act the Registrar has no power to entertain an appeal on the decision made by the Assistant Registrar. Section 65 of the Acts which empowers the Registrar to call for the proceeding of his subordinate officers and pass orders thereon cannot be in voked in such a case as the point of revision is covered by sections 56 and 57 of the Act. When in exercise of original jurisdiction the Assistant Registrar decides a case he occupies the same position as the Registrar and powers of revision in such cases are vested with Government. But the Registrar is competent to entertain an appeal on the decision made by the Assistant Registrar if the reference was transferred by him to the Assistant Registrar. The Registrar is also competent to hear appeals made in cases referred to by the Assistant Registrar to other arbitrators. The Assistant Registrar has no jurisdiction to hear appeals. The Assistant Registrars do not have the powers of revision either.

322. No civil or revenue court has the power to call in question the dicision in a reference under Section 55 of the act. An award passed under that Section shall be final and conclusive except on proof of the receipt of a corrupt gratification by the arbitrator. Evidence of such corrupt gratification cannot be taken in the course of execution proceedings. The aggrieved party must file a separate suit.

323. The Registrar shall have power to require the person referring a dispute under Sub-Section 2 of Section 56, or a revision petition under sub-section 4 of that section to deposit in advance a fee prescribed by him for deciding the dispute or revision petition as the case may be. But the Registrar may in his discretion remit the whole or any part of the fees so collected. The Registrar, arbitrator, or body of arbitrators or other persons deciding the dispute and the Registrar deciding a revision petition shall have power to order the expenses incurred in determining such dispute or revision petition to be paid either out of the funds of the society or by such party or parties to the dispute or the revision petition.

324. A petition of appeal or revision shall be preferred in the form of a memorandum signed by the party and presented to the authority concerned accompanied by a copy of the decision or award against which the appeal or revision is preferred. The Memorandum shall be duly stamped. Copies of the award and other relevant documents must be obtained from the Registrar on payment of the fees prescribed in Rule X. The memorandum shall set forth concisely and under distinct heads the grounds of objection to the decision without any argument or narative.

Such grounds shall be numbered consecutively. Application for revision shall be made to the Registrar within thirty days of the date of declaration of the award. On the filing of the appeal or revision the authority concerned may stay the further proceedings relating to such dicision pending disposal of such appeal or revision.

### xi.

### EXECUTION.

325. An award can be executed in any one of the following ways:—

(*a*) on a certificate signed by the Registrar, by any civil court having local jurisdiction in the same manner as a decree of such court; or

(*b*) according to the law for the time being in force for the recovery of arrears of land revenue provided that any application for the recovery in such manner of any such sum shall be made to the Division Peishkar and shall be accompanied by a Certificate signed by the Registrar or by anyone to whom the said power has been delegated by the Registrar.

### xii.

### LAW OF LIMITATION.

326. The law of limitation will apply to awards if execution proceedings are taken through a civil court. The period of limitation will have to be calculated from the date of the award. But the Limitation Act does not apply to the execution of awards in accordance with the provisions of the Revenue Recovery Act.

### xiii.

### EXECUTION UNDER THE REVENUE RECOVERIES ACT.

327. The practice till a few years back was to get the awards executed through the Division Peishkars. But it was found that execution of co-operative awards through the Revenue department resulted in inordinate delay. It was thought that if some special officers were appointed under the Co operative Department and invested with the powers of the Revenue officers, the Execution could be effected more speedily. A machinery for departmental execution of awards was therefore set up. Separate sale officers were appointed for a time and they were invested with the powers of Tahsildars under the Revenue Recovery Act. All the Inspectors of the Co-operative Department have now been invested with the powers of the sale officers under the Act. The Assistant Registrars have been given the powers of a Division Peishkar for this purpose. They should control and regulate execution work carefully. Applications for recovery of very small sums or those coming from isolated corners should not be encouraged. Societies will do well to remember that it will not be possible for the department to execute decrees against all the defaulters whatever may be the staff

at its disposal. The officers concerned should entertain only such number of execution applications as would be possible for the sanctioned staff to handle.

328. The application for the execution of an award through the Sale Offices shall be made to the Assistant Registrar of the Division in which the cause of action arose, in the prescribed form. It must be signed by the decree holder and must be accompanied by a copy of the award. The decree-holder shall deposit costs on a scale prescribed by the Registrar.

329. The following is the schedule of fees now in force.

| | | Rs. | Ch. | C. |
|---|---|---|---|---|
| 1. | Execution application;— | | | |
| | (*a*) For sums less than B. Rs. 50 | 0 | 2 | 0 |
| | (*b*) For sums of B. Rs. 50 and above | 0 | 14 | 0 |
| II. | Demand notice. | 0 | 4 | 0 |
| III. | Batta for service of notices for one defendant | 0 | 14 | 0 |
| IV. | Batta for service of notices for additional defendants each | 0 | 7 | 0 |
| V. | Tom Tom charges | 0 | 4 | 0 |
| VI. | Distraint notice | 0 | 7 | 0 |
| VII. | Sale notice | 0 | 7 | 0 |
| VIII. | Attachment notice | 0 | 7 | 0 |
| IX. | Proclamation of sale | 0 | 7 | 0 |
| X. | Application to set aside sale | 0 | 14 | 0 |

330. If the property to be proceeded against is situated outside the jurisdiction of the Assistant Registrar to whom the application is made such Assistant Registrar shall transfer the application to the Assistant Registrar, within whose jurisdiction such property is situated or held.

331. The decree-holder may indicate whether he wishes to proceed in the first instance against the immovable property mortgaged to the decree-holder or other immovable property or to secure the attachment of movable property.

332. On receipt of the application the Assistant Registrar shall verify the correctness and genuineness of the particulars set forth in the application with the records, if any, in his office and forward it to the Sale Officer concerned under him. The Sale Officer shall prepare and sign a demand notice in writing in duplicate, in the form prescribed by the Registrar setting forth the name of the defaulter, the amount due including the expenses, if any, and the batta to be paid to the person who shall serve the demand notice and the time allowed for payment and serve the demand notice in the prescribed manner on the party concerned. If the defaulter resides outside the jurisdiction of the Assistant Registrar to whom the application is made the demand notice prepared by the Sale Officer shall on his written request be forwarded by such Assistant Registrar to the Assistant Registrar within whose jurisdiction

the defaulter resides. The latter shall cause it to be served in the prescribed manner through the Sale Officer concerned under him and return to the Assistant Registrar from whom it was received. If the defaulter resides and the property is situated outside the jurisdiction of the Assistant Registrar to whom the application is made, the application shall be forwarded by such Assistant Registrar to the Assistant Registrar within whose jurisdiction such defaulter resides, and such property is situated.

333. Unless the decree-holder has expressed a desire that proceedings should be taken in a particular order execution shall ordinarily be taken in the following manner:—

(1) Movable property of the defaulter shall be first proceeded against. This shall not preclude the immovable property being proceeded against simultaneously in cases of necessity.

(2) If there is no movable property or if the sale proceeds of the movable property or properties attached and sold are insufficient to meet in full the demand of the decree-holder, the immovable property mortgaged to the decree-holder or other immovable property belonging to the defaulter may be proceeded against.

## xiv.

## ATTACHMENT AND SALE OF MOVABLE PROPERTY.

334. The following rules shall be observed in the seizure and sale of movable property:—

(*a*) The Sale Officer shall effect service of the demand notice on the defaulter in the manner specified in Rule XXXIX for the service of summons.

(*b*) If the amount specified in the demand notice together with the expenses be not paid within 7 days from the date of service of the demand notice the Sale Officer shall, after giving previous notice to the decree-holder, proceed to the village where the defaulter resides or the property to be distrained is situated and if the amount due together with the expenses be not at once paid, the Sale Officer shall make the distress and shall immediately deliver to the defaulter a list or inventory of the property distrained and an intimation of the place and day and hour at which the distrained property will be brought to sale if the amounts due are not previously discharged. After the distress is made, the Sale Officer may arrange for the custody of property attached with the decree holder or otherwise. If the Sale Officer requires the decree holder to undertake the custody of the property he shall be bound to do so and any loss incurred owing to his negligence shall be made good by the decree-holder. The Sale Officer may at the instance of the defaulter or of any person claiming an interest in such property leave it in the village or place where it was attached, in charge of such defaulter or person, if he enters into a bond in the form prescribed by the Registrar with one or more sufficient sureties for the production of the property when called for.

(c) The distress shall as far as possible be conducted in the presence of two Tadasthors who shall be required to attest the list or inventory of the property distressed.

(d) If a defaulter is absent at the time of distress a copy of the list or inventory of the property distressed, and an intimation of the place and day and hour at which the dis tressed property will be brought to sale the amounts due are not previously discharged sh be left with some adult male member of his family living with him or fixed at his usual place of residence or on the premises where the property may have been distressed, immediately after the distress.

(e) The distress shall be made after sunrise and before sunset and not at any other time.

(f) The distress levied shall not be excessive, that is to say, the property distrained shall be as nearly as possible proportionate, to the sum due by the defaulter together with interest and all expenses incidental to the distraint, detention and sale, and it shall not include;

(i) The ordinary wearing apparel of the defaulter and his family, and

(ii) His implements of husbandry and ploughing cattle.

(g) If crops or ungathered produce of the land belonging to a defaulter are attached the Sale Officer may cause them to be sold when fit for reaping or gathering, or at his option may cause them to be reaped or gathered in due season and stored in proper places until sold.

In the latter case, the expenses of reaping or gathering and storing such crops or products shall be defrayed by the owner upon his redeeming the property or from the proceeds of the sale in the event of its being sold.

(h) The Sale Officer shall not work the bullock or cattle, or make use of the goods or effects distrained, and he shall provide the necessary food for the cattle or livestock, the expense attending which shall be defrayed by the owner upon his redeeming the property, or from the proceeds of the sale in the event of its being sold.

(i) It shall be lawful for the Sale Officer to enter or if necessary to force open and enter any dwelling house, stall, stable, cowhouse, granary, go downs, outhouses, or other building, and he may also break open the door of any room in such dwelling house for the purpose of attaching property belonging to a defaulter and lodged therein:

Provided that it shall not be lawful for the Sale Officer to enter any dwelling house or to attach any property or to put his seal to any door or place or break open any apartments in any dwelling house, appropriated to women which, by the usage of the country, are considered private except as hereinafter provided.

(*i*) Where the Sale Officer may have reason to suppose that the property of a defaulter is lodged within a dwelling house the outer door of which may be shut or within any apartments appropriated to women, which, by the usage of the country are considered private, the Sale Officer may represent the fact to the officer in charge of the nearest Police Station.

On such representation, the officer in charge of the said station shall send a Police Officer to the spot in the presence of whom the Sale Officer may force open the out door of such dwelling house.

The Sale Officer may also, in the presence of the Police Officer, if any, after due notice given for the removal of women within an apartment and after furnishing means for their removal in a suitable manner (if they be women of rank who, according to the customs of the country, cannot appear in public) enter the apartments for the purpose of distraining the defaulter's property, if any, deposited therein, but such property if found, shall be immediately removed from such apartments after which they shall be left free to the former occupants.

(*k*) The Sale Officer shall cause proclamation of the time and place of the intended sale to be made by beat of drum in the village in which the defaulter resides and in such other place or places as the Assistant Registrar may consider necessary to give due publicity to the sale.

No sale shall take place until after expiration of the period of 15 days from the date on which the sale notice has been served or affixed in the manner prescribed in Clause (a);

Provided that where the property seized is subject to speedy and natural decay, the Sale Officer may sell it at any time before the expiry of the said period of 15 days unless the amount due is sooner paid.

(*l*) At the appointed time, the property shall be put up in one or more lots, as the Sale Officer may consider advisable and shall be disposed of to the highest bidder, provided that it shall be open to the Sale Officer to decline to accept the highest bid when the price offered appears to be unduly low or for other reasons,

Provided further that the Assistant Registrar or Sale Officer may in his discretion, adjourn the sale to a specified day and hour, recording his reasons for such adjournment. When a sale is so adjourned for a longer period than seven days, a fresh proclamation of the intended sale under clause (k) shall be made unless the defaulter consent to waive it

When a property may sell for more than the amount due, the excess amount, after deducting the interest and the expense of process and other charges, shall be paid to the defaulter.

(*m*) The property shall be paid for in cash at the time of sale, and the purchaser shall not be permitted to carry away any part of the property until he has paid for it in full.

Where the purchaser may fail in the payment of purchase money the property shall be resold and the defaulting purchaser shall be liable for any loss arising, as well as the expense incurred on the resale.

Where the property may, on the second sale, sell for a higher price than at the first sale the difference or increase shall be the property of him on whose account the said first sale was made.

(n) Where a defaulter makes or has made fraudulent conveyance of the property to prevent the distress, any Civil Court of competent jurisdiction shall, on being satisfied that such fraudulent conveyance has been made, order that the property shall be delivered forthwith to the Sale Officer.

(o) Where prior to the day fixed for sale the defaulter or any person acting in his behalf or any person claiming an interest, in the property attached pays the full amount due including interest, batta and other costs incurred in attaching and bringing to sale the property the Sale Officer shall cancel the order of attachment and release the property forthwith.

335. Rule XLIII (5) governs the procedure in regard to the attachment of salary or allowances or wages of a Public Officer, or of a servant of a Railway Company or local authority, or a firm or a Company. The Assistant Registrar within whose jurisdiction such person is employed may on receipt of a report from the Sale Officer order that the amount or any portion of it shall be withheld from such salary, allowances or wages either in one payment or monthly instalments. Upon notice of the order, the officer or other persons whose duty it is to disburse such salary allowances or wages shall withhold and remit to the Sale Officer the amount due under the order.

336. Where the movable property to be attached is :—

(a) a debt due to the defaulter in question;

(b) a share in the capital of a corporation or a deposit invested therein; or

(c) other movable property not in the possession of the defaulter except property deposited in, or in the custody of, any Civil Court, the attachment shall be made by a written order signed by the Assistant Registrar prohibiting: –

(i) in the case of the debt the creditor from recovering the debt and the debtor from making payment thereof;

(ii) in the case of the share or deposit the person in whose name the share or the deposit may be standing, from transferring the share or deposit or receiving any dividend or interest thereon;

(iii) in the case of other movable property except as aforesaid the person in possession of it from giving it over to the defaulter.

337. A copy of such order shall be sent in the case of the debt to the debtor, in the case of the share, or deposit to the proper officer of the

corporation and in the case of any other movable property to the person in possession of such property. As soon as the debt referred to in clause (a) or the deposit referred to in clause (b) matures, the Assistant Registrar may direct the person concerned to pay the amount to him. Where the share is withdrawable, the Assistant Registrar shall arrange for its sale through a broker. Where the share is withdrawable its value shall be paid to the said Assistant Registrar or to the party concerned as soon as it becomes payable. In the case of the other movable property referred to in clause (c) the person concerned shall place it in the hands of the said Assistant Registrar, as soon as it becomes deliverable to the defaulter.

## XV.

## ATTACHMENT AND SALE OF IMMOVABLE PROPERTY.

338. In the attachment and sale of immovable property the following Rules shall be observed ;—

(a) The application presented under sub-rule (2) of Rule XLIII of the Rules under the Act shall contain a description of the immovable property to be proceeded against sufficient for its identification and in case such property can be identified by boundaries or numbers in a record of settlement or survey the specification of such boundaries or numbers and the specification of the defaulter's share or interest in such property to the best of the belief of the decree-holders and so far as he has been able to ascertain it.

(b) The demand notice issued by the Sale Officer under sub-rule (2) shall contain the name of the defaulter, the amount due including the expenses, if any, and the batta to be paid to the person who shall serve the demand notice, the time allowed for payment and the particulars of the properties to be attached in case of non-payment The Sale Officer shall effect service of the demand notice on the defaulter in the manner specified in Rule 39 for the service of summons.

(c) If the defaulter fails to pay the amount specified in the demand notice within the time allowed, the Sale Officer shall proceed to attach and sell the immovable property noted in the application for execution in the following manner.

(d) The attachment of immovable property shall be effected by affixing a notice in some conspicuous part of the land or building to be attached. The notice shall contain the name of the defaulter and the amount due and shall set forth that unless the arrear with interest and expenses to be paid within the date therein mentioned the property concerned will brought to sale, The notice of attachment shall be affixed in some conspicuous part of the Taluk and the pakuthy Cutcherries concerned and shall also be published by beat of tom-tom on the immovable property attached and in the village where the defaulter resides and in such other place or places as the Assistant Registrar may consider necessary to give due publicity to the sale. A copy each of the notice of attachment shall be sent to the decree-holder, the defaulter and the Assistant Registrar. Where the Sale officer so directs, the attachment shall also be notified in the Government Gazette.

(*e*) Proclamation of sale shall be posted 30 days at least before the date fixed for the sale, in the nearest Police Station, the pakuthy and Taluk Cutcherries and in the offices of the Assistant Registrar and the Sale Officer, and in some conspicuous part of the land or building as the case may be and be published also by beat of tom-tom in the village where the property is situate on the day previous to the date of sale. Notices shall also be given to the decree holder and the defaulter. The Proclamation shall state the time and place of sale and shall specify as fairly and accurately as possible-

- (i) The property to be sold;
- (ii) Any encumbrance to which the property is liable;
- (iii) The amount for the recovery of which the sale is ordered; and
- (iv) Every other matter which the Sale Officer consider material for a purchaser to know in order to judge the nature and value of the property.

(*f*) When any immovable property is sold under these rules, the sale shall be subject to the prior encumbrances on the property, if any. The decree-holder shall furnish to the Sale Officer within such time as may be fixed by him or by the Assistant Registrar, an encumbrance certificate from the Registration Department for a period of not less than twelve years prior to the date of attachment of the property sought to be sold. The time of production of the encumbrance certificate may be extended at the discretion of the Sale Officer or the Assistant Registrar, as the case may be. The sale shall be by public auction to the highest bidder, provided that it shall be open to the Sale Officer to decline to accept the highest bid where the price offered appears to be unduly low or for other reasons and provided also that the Assistant Registrar or the Sale Officer, may, in his discretion, adjourn the sale to a specified day and hour, recording his reasons for such adjournment. Where a sale is so adjourned for a long period than seven days, a fresh proclamation under clause (e) shall be made, unless the judgment debtor consents to waive it. The interval between the actual date of sale and the service of the notice of attachment of the property shall be not less than 45 days. The time and place of sale shall be fixed by the Sale Officer and the place of sale shall be the village where the property to be sold is situate or such adjoining prominent place of public resort as may be fixed by the said Sale Officer;

(*g*) A sum of money equal to 15 per cent of the price of the immovable property shall be deposited by the purchaser in the hands of the Sale Officer at the time of the purchase, and in default of such deposit, the property shall forthwith be resold;

Provided that where the decree holder is the purchaser and is entitled to set off the purchase money under clause (*k*) the Sale Officer shall dispense with the requirements of this rule.

(*h*) The reminder of the purchase money shall be paid within 30 days from the date of sale Provided that in calculating the amount to be paid, the purchaser shall have the advantage of any set off to which he may be entitled under Clause (*k*).

(*i*) In default of payment within the period mentioned in the last preceding clause, the deposit shall after defraying the expenses of the sale, if any, be liable to be forfeited to the Government and the defaulting purchaser shall forfeit all claim to the property or to any part of the sum for which it may subsequently be sold;

(*j*) Every re-sale of immovable property, in default of payment of the purchase money within the period allowed for such payment, shall be made after the issue of a fresh Proclamation in the manner and for the period hereinbefore prescribed for the sale.

(*k*) Where a decree-hoder purchases, the purchase money and the amount due on the decree, shall by set off against one another and the Sale Officer shall enter up satisfaction of the decree in whole or in part accordingly.

339. Where prior to the day fixed for sale, the defaulter or any person acting on his behalf or any person claiming an interest in the property attached, tenders payment of the full amount due including interest, batta and other expenses incurred in attaching and bringing to sale the property, the Sale Officer shall cancel the order of attachment and release the property forthwith.

340. (i) Where immovable property has been sold by the Sale Officer any person either owning such property or holding an interest therein by virtue of a title acquired before or after such sale may apply to have the sale set aside on his depositing with the Assistant Registrar,

(*a*) For payment to the purchaser, a sum equal to 5 per cent of the purchase money; and

(*b*) For payment to the decree-holder, the amount of arrears specified in the proclamation of sale as that for the recovery of which the sale was ordered together with interest thereon and the expenses of attachment and sale and other costs in respect of such amount less any amount which may since the date of such Proclamation have been received by the decree-holder.

(ii) If such deposit and application are made within thirty days from date of sale, the Assistant Registrar shall pass an order setting aside the sale and shall repay to the purchaser the purchase money so far as it has been deposited, together with the 5 per cent deposited by the applicant, Provided that if more persons than one have made deposit and application under this sub-rule, the application of the first depositor to the officer authorised to set aside the sale shall be accepted.

(iii) If a person applies to set aside the sale of immovable property on the ground of a material irregularity or mistake or fraud in conducting the sale he shall not be entitled to make an application under this sub-rule.

341. (i) Any time within 30 days from the date of the sale of immovable property, the decree-holder or any person entitled to share in a rateable distribution of the assets or whose interests are affected by the sale may apply to the Assistant Registrar to set aside the sale on the ground of a material irregularity or mistake or fraud in publishing or conducting it;

Provided that no sale shall be set aside on the ground of irregu arity or fraud unless the said Assistant Registrar is satisfied that the applicant has sustained substantial injury by reasons of such irregularity, mistake or fraud.

(ii) If the application is allowed, the said Assistant Registrar shall set aside the sale and may direct a fresh one

(iii) On the expiration of 30 days from the date of sale if no application to have the sale set aside is made or if such application has been made and rejected the said Assistant Registrar shall make an order confirming the sale.

Provided that, if he shall have reason to think that the sale ought to be set aside, not-withstanding that no such application has been made or on grounds other than those alleged in any application which has been made and rejected, he may, after recording his reasons in writing, set aside the sale.

(iv) Whenever the sale of any immovable property is not confirmed or is set aside, the deposit or the purchase money, as the case may be shall be returned to the purchaser.

(v) After the confirmation of any such sale the said Assistant Registrar shall grant a certificate of sale bearing his seal and signature to the purchaser.

Such certificate shall state the property sold and name of the purchaser and it shall be conclusive evidence of the fact of the purchase in all courts and tribunals, where it may be necessary to prove it and no proof of the seal or signature of the Assistant Registrar shall be necessary unless the authority before whom it is produced shall have reason to doubt its genuineness.

342. When immovable property is purchased at a sale held and confirmed under this rule the Assistant Registrar or the Sale Officer shall publish in the Government Gazette and by beat of tom tom or other customary mode, in the village in which the immovable property sold is

situated, the name of the purchaser together with a declaration of the lawful succession of such purchaser to all the rights and property of the defaulter in the said immovable property.

343. Where notwithstanding, such publication, any lawful purchaser of immovable property is resisted and prevented by any person other than a person (not being the defaulter) claiming in good faith to be in possession of the property on his own account from obtaining possession of the immovable property purchased the Assistant Registrar on application and production of the certificate of sale shall cause the proper process to be issued for the purpose of putting such purchaser in possession in the same manner as if the immovable property purchased had been decreed to the purchaser by a decision of a competent Civil Court. For purpose of this Rule the Assistant Registrar shall have all the powers of a Civil Court under the Code of Civil Procedure.

344. It shall be lawful for the Sale Officer to sell the whole or any portion of the immovable property of a defaulter in discharge of money due provided always that so far as may be practicable, no larger section or portion of immovable property shall be sold than may be sufficient to discharge the amount due with interest, and expenses of attachment and sale.

## XVI

### GENERAL.

345. Where the costs and charges incurred in connection with the attachment and sale of movable or immovable property under this rule, exceed the amounts of the costs deposited by the decree-holder such excess shall be deducted from the sale proceeds of the property sold or the money paid by the defaulter, as the case may be, and the balance shall be made available to the decree-holder.

346. Every person making a payment towards any money due for the recovery of which application has been made under this rule, shall be entitled to a receipt for the amount signed by the Sale Officer or other officer empowered by the Registrar in that behalf and such receipt shall state the name of the person making the payment and the subject matter in respect of which the payment is made.

(*a*) Where any claim is preferred to, or any objection is made to the attachment of any property attached under this rule on the ground that such property is not liable to such attachment, the Sale Officer shall investigate the claim or objection and dispose of it on its merits:

Provided that no such investigation shall be made when the Sale Officer considers that the claim or objection is frivolous.

(*b*) Where the property to which the claim or objection relates has been advertised for sale, the Sale Officer may postpone the sale pending the investigation of the claim or objection.

(c) Where a claim or an objection is preferred the party against whom an order is made may institute a suit within six months from the date of the order to establish the right which he claims to the property in dispute but, subject to the result of such suit, if any, the order shall be conclusive.

347. The Registrar may, without prejudice to his powers under Section 65 of the Act in appropriate cases, exercise all or any of the powers conferred on the Assistant Registrar by sub-rules 1 to 17 of rule XLIII under the Act.

## CHAPTER XIV.

### i.

### LIQUIDATION.

348. Liquidation is a statutory function. Sections 48 to 51 of the Act deal with the dissolution of Societies and the conditions under which the Registrar if he deems fit may cancel the Registration of any society. The conditions are :—

(1) An enquiry into the affairs of the society under section 43.

(2) An inspection of the books of a society under section 44.

(3) An application for dissolution of the society under Section 48.

(4) Absence of the statutory minimum under Section 49.

When the Registrar receives intimation that a society is working badly, it will be his first duty to attempt its revival. The local officer of the Department should be asked to report on the defects in the working of the society and the lines on which a revival should be attempted. If the fault lies with the committee, they should be removed. The general body should be convened and they should be told that unless the society works properly it would be cancelled. Even after all these if the society does not show chances of working properly there should be no hesitation to cancel it.

349. Cancellation of registration should be urgently ordered in the following cases.—

(1) When the entire sum borrowed from the financing bank or a large portion of it has been lent to persons in a few families and when the arrears are not recoverable except through coercion and when there is a reasonable apprehension as regards the solvency of the borrowers.

(2) When it is found that well-to-do non-borrowing members have withdrawn with a view to escape unlimited liability on account of the bad working of the society or for other reasons, and

(3) When the chief office-bearer or office bearers of the society has or have misappropriated considerable sums of the society's moneys and are about to alienate his or their property so as to cause loss to the society.

350. When liquidation has been decided upon by the department, it is advisable to get the views of the financing institution if the society has contracted a liability from that institution. The Local Union may also be consulted. Both these may be given a chance to attempt the revival of the society. If it is found that even their attempts are futile then there is no other way but to order an enquiry under Section 43 without which cancellation if made would be irregular and defective under law.

ii.

351. *Procedure to be followed before a society is recommended for Liquidation.*—As soon as it is found that a society is not working properly and will have to be liquidated, the Registrar should authorise the Inspector to report under Section 43 of the Act. The report should contain the following points.—

(i) The correct number and name of the society according to its byelaws. (The name should be verified with the certificate of registration.)

(ii) The dates of registration and of starting.

(iii) The classification of the society.

(iv) Name of the Kara, Pakuthi and Taluk in which the society is situated.

(v) A brief account of the condition of the society and of the attempts made by the Union, Central Bank or Departmental Officers to improve its working with reasons for the failure.

(vi) The dates of successive visits paid by Inspectors, Assistant Registrars and the Registrar.

(vii) Whether the Taluk Bank or the Central Bank and the Union have been consulted in regard to its liquidation and if not why. What is their opinion?

(viii) A statement of Assets and Liabilities (Balance Sheet) as on the date of the report indicating whether any items will prove bad.

(ix) A statement showing details of amounts due and overdue to financing Banks and other creditors.

(x) A statement showing in detail the amounts due and overdue by members.

(xi) Whether any of the debts shown in the statement referred to in (x) are likely to prove irrecoverable.

(xii) Whether the assets after realisation will be sufficient to meet all liabilities or whether it will be necessary to levy contribution from non-borrowing members or from borrowers over and above their debts and

(xiii) Whether there is any likelihood of the defaulters or other members alienating their property during the interval between the cancellation of the registration of the society and its coming into force actually.

352. From the particulars available from the report, the cancellation of registration should be considered and if it is proved that the society will not work satisfactorily and that there is no human material to run the society, cancellation of registration may be recommended to the Registrar.

353. The Registrar on receipt of the report, may cancel the registration of the society under Section 48 (1). The order should contain a brief survey of the working of the society and reasons for its liquidation and should appoint a Liquidator under Section 51 (1).

354. The order of liquidation should be duly communicated to the society and published in the Gazette.

355. Under Section 48 two months' time is allowed for appeal against the order of cancellation of registration.

356. The registration of the society may be cancelled if at any time it is proved that the number of members has been reduced to less than ten and in such cases the order of cancellation will take effect from the date of order.

357. After the expiry of the appeal time, the order will become final and the Liquidator shall take charge of all the records, cash etc., of the society and the entire assets will vest in such Liquidator who shall have power to realise such assets by sale or otherwise.

358. As soon as the orders of cancellation take effect, the Liquidator in charge of such societies is directed to take charge of the records of the society, cash balance and other assets and to submit a detailed report. The report should contain the following statements;

(1) A statement of members on the rolls on the date of cancellation and a statement showing the names of members who died and who ceased to be members within 2 years before the order of cancellation became final with net assets and description of property noted against each such member.

(2) A statement of outstanding loans against members (both under principal and interest) on the date of liquidation.

(3) A statement showing the number of loans covered by decrees and under execution.

(4) A statement of receipts and disbursements from the date of previous audit up to date of liquidation, and

(5) A statement of assets and liabilities as on date of liquidation.

359. The report should contain all details about the recoverable assets and the liquidator should report whether enforcement of unlimited liability is necessary to meet the outside liabilities.

360. On receipt of the order of cancellation, the Liquidator may publish by such means as he thinks proper, a notice requiring all claims against the society to be submitted to him within 3 months of publication of the notice. All liabilities recorded in the account books of a society shall be deemed *ipso-facto* to have been duly submitted to him.

361. The decrees (not barred by limitation) may be executed as they are, and for the remaining loans and other assets the defaulters should be summoned and contribution orders should be passed for the amounts due by them and if they do not volunteer payment they should be warned about the consequences of execution proceedings.

If the defaulters evade payments, execution proceedings shall be taken through the Civil Court.

362. If the recoverable assets are found insufficient to meet outside liabilities, general contribution orders enforcing unlimited liability against the non-borrowing members may be passed, in case of societies with unlimited liability. In doing so, the deficit should be divided equally among all members. If any of the members are too poor to pay the contributions, the liquidator may spread the deficit among other contributions. Contribution orders should not be enforced until all steps have been exhausted against the debtors. These orders may be supplemented by subsidiary orders to be enforced in the same manner as the original orders. Unlimited liability can be enforced even at the beginning of the liquidation proceedings, if the liquidator, is satisfied that the recoverable assets will not be sufficient to meet the outside liabilities and such orders will have to be executed only after the entire assets are collected. In respect of societies with limited liability, no such contribution orders can be passed against members.

363. The ex-members should be summoned to state their objections if any to their being made liable to contribute the amount fixed and final orders passed, with the approval of the Registrar. (No interest should be levied on the amounts covered by such orders).

364. A copy of such order should be sent to the contributory.

365. The contribution orders may be executed through the Civil Court.

366. The amount collected by enforcement of unlimited liability should be utilised for payment of outside liabilities such as Creditor

Bank, deposits etc., but should not be utilised for payment of share capital, dividend and for payment of interest on loans accrued after liquidation.

The balance amount available should be refunded proportionately to the contributories concerned.

367. The collections from liquidated societies should be deposited in the current account in the Central Co-operative Bank or in the Anchal Savings Bank and progress reports should be submitted to the Registrar monthly and once in a quarter.

368. The Liquidator should determine the priority of claims for payment of liabilities (to be paid proportionately between principal and interest) and in the following order :—

(1) Principal interest due to the Creditor Bank or to depositors.

(2) Share capital.

(3) Dividend.

369. If the society had sufficient surplus assets, the interest accrued on deposits after the date of liquidation may be paid at a rate fixed by the Liquidator and not exceeding the contract rate and then he may order payment of share capital etc.

370. After collection of entire assets and payment of liabilities the general meeting of the Ex-members should be convened wherein the steps taken by the Liquidator should be recorded and also a vote taken about the disposal of surplus.

The general body of Ex-members may be asked to elect Trustees for the disposal of surplus assets and necessary Trust deeds got executed and registered before handing over the surplus assets A stamped receipt should also be obtained and filed.

371. The accounts of the society should be audited and with a copy of the audit report, the final closing report should be submitted to the Registrar The affairs of the society are deemed to have been finally closed after the approval of the Registrar.

372. The records of the liquidated societies may be destroyed after a period of 3 years of final closing.

373. The Inspectors concerned should keep the following registers :—

1. A register showing the registration of societies cancelled.

2. Another register showing the surplus amounts utilised by societies.

374. *General:* Generally the Inspectors in charge of liquidated societies are authorised to collect amounts and issue receipts. Separate accounts are to be maintained for every society.

# CHAPTER XV.

## THE CO-OPERATIVE DEPARTMENT.

375. Till 1111 M. E., the Co-operative Department consisted of one Registrar, one Personal Assistant to the Registrar and twenty Inspectors. Of that 20 Inspectors, one was in charge of Non-credit Societies, another in charge of Arbitration-work, three were in charge of Liquidation work and the remaining fifteen were in charge of Circles. In 1111 in pursuance of the recommendation of the Devadhar Committee, the Department was reorganised. Two Assistant Registrars were appointed with head-quarters at Trivandrum and Kottayam respectively. The place of the Personal Assistant to the Registrar was temporarily abolished. Sixteen more Inspectors were appointed that year. Fourteen more circles were formed. The Inspectors for Liquidation and Arbitration works were abolished. But the number of Inspectors for non-credit work was increased to two and one was posted to each Division. Next year another Inspector's place was created and he was lent to the Co-operative Insurance Society. In 1113 three Sale Officers were appointed in addition and posted to the three Revenue Division head-quarters. By 1114, work in connection with the liquidation of Societies increased and a separate staff was considered essential for the satisfactory discharge of that work. A temporary additional Assistant Registrar and seven Inspectors were appointed to be in charge of liquidation work. Another Inspector's place was created and his services were lent to the Alleppey Wholesale Co-operative Society. The Department was again reorganised in 1115. The number of Inspectors was reduced to 40. The places of the Inspectors of Non-credit Societies and Sale Officers were abolished. The circles were reorganised to tally as far as possible with the area of a revenue Taluk. Thirty Inspectors have been put in charge of thirty circles. Nine Inspectors are posted to liquidation work and one Inspector is in charge of the Alleppey Wholesale Co-operative Society. A temporary third division has been created at Mavelikara and the Additional Assistant Registrar has been absorbed in that place.

376. The duty of the Officers of the Co-operative Department is to see that the movement is working on sound lines and in a co-operative spirit and continue to deserve the concessions they receive from Government.

377. The following are the statutory functions of the Registrar.

(i) The Registrar is given discretion as to whether a society should be registered or not.

(ii) He is given discretion as to whether an amendment to the bye-laws of a society should be registered or not.

(iii) He has been empowered to enquire into the constitution working and financial condition of a society and inspect its books.

(iv) He may dissolve the committee of a society and appoint a person to manage its affairs.

(v) He has to verify the audit statements of all societies every year and issue audit certificates.

(vi) He may cancel the registration of a society which, he thinks, ought to be dissolved.

(vii) He is empowered to sanction departures from some restrictions on the lending transactions of societies.

(viii) He is empowered to adjudicate as an arbitrator in judicial disputes in which a society may be involved.

(ix) He can surcharge past or present officers of a society for certain acts done by them.

(x) He is empowered to convene general meeting of societies under certain circumstances.

378. The following administrative and statutory powers have been conferred on the Assistant Registrars under section 3 of Act V of 1112.

1. To conduct intensive supervision of co-operative societies.
2. To exercise constant control over the work of Inspectors.
3. To carry out test audit of a specified percentage of Societies already audited by Inspectors.
4. To dispose of important arbitration references.
5. To enquire into acts of misfeasance, Misappropriation, fraud etc.
6. To promote the organisation of special types of co-operative societies.
7. To arrange for the audit of all societies in his division.
8. To order enquiry and inspection under section, 43 and 44 of the Co-operative Act.
9. To decide disputes arising in Societies under section 56 of the Act.
10. To recommend loan application from Societies to financing institutions.

379. The Assistant Registrars and the Inspectors are invested with the powers of a Division Peishkar and a Tahsildar for the realisation of money as arrears of public revenue under the Revenue Recovery Act I of 1068.

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## CHAPTER XVI.

### 380. PRIVILEGES GIVEN BY GOVERNMENT TO CO-OPERATIVE SOCIETIES.

1. All fees payable under the law of registration for the time being in force are remitted in respect of instruments executed by or

on behalf of any registered Co-operative Society or by an officer or a member of such a society and relating to the business thereof. (Government Notification No. 9767 L. R. dated 22nd December 1915).

2. A Co-operative Society is exempted from payment of the stamp duty with which, under any law for the time being in force, instruments executed by any officer or member of any such society and relating to the business of a society are chargeable. (Government Notification No. 9768 L. R. dated 22nd December 1915).

3. Applications made to any officer of the Land Revenue Department or to Government by any Co-operative Society registered under Act X of 1089 for the assignment of Government lands under any rules issued under Section 7 of the Land Assignment Act III of 1097, are exempted from the payment of court fees leviable under Schedule 2 of the Court fees Act (Dis. No. 1493 of 23/Rev. dated 14/16-11-23.)

4. The interest on deposits in the Co-operative Societies, shall, as a tentative measure, be exempt from the tax payable under the Income-tax Act but such interest shall be taken into consideration in determining the total income of an assessee for the purposes of that Act. (Government Notification R. Dis. No. 91/22 Revenue dated the 23rd January 1923.)

5. Co-operative Societies are authorised to send remittances to one another through Government Treasuries by means of remittance transfer receipts at par. Article 220 (Clause) of Account Code and G. O. No. Fl. 1176 dated the 19th July 1923).

6. Co-operative Societies are allowed the privilege of opening "public accounts" with Anchal offices and Treasury Savings banks to lodge their surpluses. Anchal Masters have been authorised to open and transfer public account on behalf of Co-operative Societies in anticipation of sanction of the Account Officer in all cases in which the applications are made or endorsed by the the Registrar of Co-operative Societies. Anchal Savings Bank Rule and G. O. No. Fl. 773/8106 dated the 11th May 1923 and B. K. S. 44 dated 7-9-26 of A. O. and article 372 (b) Account Code.

6 (A) Co-operative Societies are permitted, as a special case, to make two withdrawals a week from their Anchal savings bank accounts in exception of the provisions laid down in Article 330, Account Code Part I 4th Edition. (No. F. L. 1727/3051 dated 24th November 1924).

7. Government have been pleased to sanction the publication free of charge, in the Government Gazette of such annual account and audit report of Co-operative Societies as are forwarded, for the purpose by the Registrar of Co-operative Societies. (G. O. R. O. C. No. 2211 of 22/ Development dated the 11th October 1922).

8. Subject to the provision of Section 25 of Co-operative Societies Act the share or interest of a member in the capital of a registered society shall not be liable to attachment or sale under any decree or order of a Court of Justice in respect of any debt or liability incurred by such member. (Section 26 of the Travancore Co-operative Societies Act V of 1112.)

9. Subject to any prior claim of the Government in respect of rent or any money recoverable as land revenue or of a landlord in respect of rent or any money recoverable as rent, a registered society shall be entitled in priority to other creditors to enforce any outstanding, demand due to the society from a member or past member :

(a) in respect of the supply of seed or manure or of the loan of the money for the purchase of seed or manure—upon the crops or other agricultural produce of such member or person,

(b) in respect of the supply of cattle, fodder for cattle, agricultural or industrial implements or machinery, or raw materials for manufacture or of the loan of money for the purchase of any of the foregoing things—upon any such things so supplied or purchased in whole or in part from any such loan, or on any articles manufactured from raw materials so supplied or purchased, (Section 24 of the Travancore Co-operative Societies Act V of 1112 )

10. A registered society shall have a charge upon the share or interest in the capital and on the deposits of a member or past member and upon any dividend, bonus or profits payable to a member or past member, in respect of any debt due from such member or past member to the society, and may set off any sum credited or payable to a member or past member in or towards payment of such debt (Section 25 of the Travancore Co-operative Societies Act V of 1112.)

11. Under Section 43 of the Travancore Income Tax Act VIII of 1096 Government have been pleased to exempt Co-operative Societies registered under Act X of 1089 from payment of Income Tax in respect of the profits earned by such societies or dividends earned by members of such societies out of such profits (Government Notification Dis. No. 254 (a) of 21/Legislative dated 8th August 1921.)

12 A copy of any entry in a book of a registered society regularly kept in the course of business, shall if certified in such manner as may be prescribed by the Rules, be received, in any suit or legal proceeding, as prima-facie evidence of the existence of such entry. and shall be admitted as evidence of the matters, transactions and accounts therein recorded in every case, where and to the same extent as, the original entry itself is admissible (Section 30 of the Travancore Co-operative Societies Act V of 1112).

13. Registered Co-operative Societies are given the exclusive right to the use of the term "Co-operative" in their names (Section 62 of the Travancore Co-operative Societies Act V of 1112.)

14. They are also given a special summary method of liquidation and special facilities for settling their disputes by arbitration in lieu of resorting to civil courts. The awards given by the arbitrator can be enforced through the Civil Courts having local jurisdiction or under the Land Revenue Recovery Act as arrears of land revenue. (Rule **XXXVIII** of the rules issued under the Travancore Co-operative Societies Act V of 1112).

15. In case of Co-operative Societies of Government Servants, and other societies where a member agrees in writing to permit the Head of the office to deduct from his salary instalments due from him either towards shares or loans, Government consider that the Heads of offices and Departments may rightly help societies by making such recoveries when requisitions are made to them from the societies concerned. (G. O. R. Dis. No. 1291/37/Development dated the 13th May 1937).

16. The Government have allowed secretaries of Co-operative Societies as such be made vendors for the sale of stamps. (G. O. D. Dis. No. 166/23/Development dated the 26th January 1923).

17. The Government have been pleaced to rule that chitties (chits) conducted by co-operative societies and confined to the members of these societies need not be registered under the Chitties Regulation. It is however necessary that the bye-laws of a society should contain provision for the conduct of chitties and that the rule relating to the chitty should have been approved by the Registrar. (G. O. D. Dis. No. 1814/ Development dated 26th August 1923.)

18. All Government servants are at liberty to become members of co-operative societies of every description including Central Banks and to take shares or place deposits in them.

Government servants drawing a pay of Rs. 150 and below are also at liberty to hold any office in any such society or serve on any committee appointed for the management of its affairs but they shall not accept any remuneration except in accordance with the following provisions:—

(1) The Head of the Department should be informed witout delay of the taking up of such work in every case whether with or without remuneration.

(2) The appointing authority as well as the Head of the Department shall have power to require the Government servant to resign his office where they deem it neccssary so to direct.

(3) If in any case remuneration exceeds Rs. (100) one hundred a year the sanction of Government should be obtained before accepting the remuneration (G. O. R. Dis No. 563/29/Development dated 3rd April 1929).

19. (a) Government have been pleased to sanction the supply of departmental Agricultural, Co-operative and Industrial sheets of the Government Gazette, to all the co-operative societies. free of cost. (G. O. No. 7064/125/L. R. of 1917 dated 21st November 1917).

(b) Government have also been pleased to sanction the supply of full Government Gazettes to Co-operative Societies on payment of half the annual subscription *viz.*, Bh. Rs. (3) three in lieu of the three Departmental sheets supplied to them free of cost. (R. Dis. No.954/24/Development dated 17th May 1924.)

20. Government have been pleased to sanction that co-operative societies may be accepted as agents for the sale of Agricultural departmental manures. (G. O. Dis. No. 22 of 22 Development dated 5th January 1922).

21. Government have been pleased to extend the concessions allowed to individuals belonging to depressed classes in the matter of assignment of Puduvals also to co-operative societies composed mainly of such members. The extent of land that can be so registered to one society without auction and without payment of Tharavila is fixed at 30 acres. (Government Notification Dis. No. 1838 of 1936 by the Revenue dated 11th November 1926).

22. Lands will be assigned under the Land Colonisation Rules to Co-operative Societies registered or to be registered under the Co-operative Societies Act X of 1089 (Dis No. 1709 of 24/Revenue—Rules)

23. Societies are exempted from payment of search fees under the Registration Act (3549/a/L. R. 755 dated 2nd June 1916.)

24. Government have been pleased to authorise Heads of Departments to place contracts for work with co-operative societies possessing adequate resources and duly competent under their bye-laws to take up such business, on the recommendation of the Registrar of Co-operative Societies. (G. O. R. Dis. No. 896/28/Development dated 21-4-1928.)

25. Government have been pleased to sanction that loans may be issued by the Director of Industries to Co-operative Societies of bell-metal workers under the Revised Rule for the grant of small loans, on the recommendation of the Registrar of Co-operative Societies. (G. O. R. O. C. No. 3021/25/Development dated 19-2-1927).

26. Government have been pleased to permit Co-operative Societies as a special case to invest their Reserve Funds in Anchal Savings Banks by opening a second public account subject to the condition that interest on such deposits up to the interest bearing limit of Rs. 25,000 will be 2% only per annum. Withdrawals from such deposits should only be on application signed by the Assistant Registrar or Registrar.

## APPENDIX.

I Co-operative Societies Act V of 1112.
II. Rules under the Co-operative Societies Act.
III. Rules for conducting elections to the Committee of management of Co-operative Societies.
IV. Organisation Report.
V. Interim Audit Report.
VI. Final Audit Report.
VII. Instructions to Inspectors.
VIII. Inspection Note.

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## APPENDIX I.

### Act V of 1112.

## THE TRAVANCORE CO-OPERATIVE SOCIETIES ACT.

PASSED BY HIS HIGHNESS THE MAHARAJA OF TRAVANCORE,
UNDER DATE THE 18TH MARCH 1937, CORRESPONDING TO
THE 5TH MEENAM 1112 UNDER SECTION 23 OF
ACT, II OF 1108.

Preamble.

Whereas it is expedient further to facilitate the formation and working of Co-operative Societies for the promotion of thrift, self-help and mutual aid among agriculturists and other persons with common economic needs so as to bring about better living, better business and better methods of production and for that purpose to consolidate and amend the law relating to Co-operative Societies in Travancore: It is hereby enacted as follows:—

### PRELIMINARY.

1. (1) This Act may be called the Travancore Co-operative Societies Act 1112.

Short title and extent.

(2) It shall come into force on such date as Our Government may appoint in that behalf by notification in Our Government Gazette.

(3) It shall extend to the whole of Travancore.

2. In this Act, unless there is anything repugnant in the subject or context—

Definitions.

(*a*) "Bye-laws" means the registered bye-laws for the time being in force and includes a registered amendment of the bye-laws;

(*b*) "Committee" means the governing body of a registered society to whom the management of its affairs is entrusted;

(*c*) "Member" includes a person joining in the application for the registration of society and a person admitted to membership after registration in accordance with the bye-laws and rules;

(*d*) "Officer" includes a Chairman, Vice-Chairman, a President, Vice-President, Secretary, Assistant Secretary, Treasurer, Member of Committee and any other person empowered under the rules or bye-laws to give directions in regard to the business of the society;

(*e*) "Registered Society" or "Society" means a society registered or deemed to be registered under this Act;

(*f*) "Registrar" means a person appointed to perform the duties [illegible] a Registrar of Co-operative Societies under this Act;

(*g*) "Rules" means rules made under this Act; and

(*h*) "Prescribed" means prescribed by rules made by Our Government under the Act.

### REGISTRATION.

The Registrar.

**3.** Our Government may appoint a person to be Registrar of Co-operative Societies for the whole of Travancore and may appoint persons to assist such Registrar and may by general or special order confer on any such persons all or any of the powers of a Registrar under this Act.

Societies which may be registered.

**4.** Subject to the provisions hereinafter contained, a society which has as its object the promotion of the economic interests of its members in accordance with Co-operative principles, or a society, established with the object of facilitating the operations of such a society, may be registered under this Act with or without limited liability:

Provided that unless Our Government by general or special order otherwise directs—

(*i*) the liability of a society of which a member is a registered society shall be limited; and

(*ii*) the liability of a society of which the primary object is the creation of funds to be lent to its members, and of which the majority of the members are agriculturists and of which no member is a registered society shall be unlimited and the members of such a society shall, on its liquidation, be jointly and severally liable for and in respect of all its obligations:

Provided further that when the question whether the liability of a society is limited or unlimited has been decided at the time of registration, the decision shall be final.

Change of liability.

6. (1) Subject to the first proviso to Section 4 and to any rules made in this behalf, a registered society may, with the previous sanction of the Registrar, change its liability from limited to unlimited or from unlimited to limited;

Provided that —

(*i*) the society shall give notice in writing in the prescribed manner of its intention to change its liability to all its members and creditors;

(*ii*) any member or creditor shall, notwithstanding any bye-law or contract to the contrary, have the option of withdrawing his shares, or deposits or loans, as the case may be, within three months of the service of such notice on him and the change shall not take effect until all such claims have been satisfied and

(*iii*) any member or creditor, who does not exercise his option within the period aforesaid, shall be deemed to have assented to the change.

(2) Notwithstanding anything contained in the proviso to sub-section (1), the change shall take effect at once if all the members and creditors assent thereto, in the prescribed manner.

Restrictions on interest of member of society with limited liability and a share capital.

6. Where the liability of the members of a society is limited by shares, no member other than a registered society shall—

(*a*) hold more than such portion of the share capital of the society, subject to a maximum of one-fifth, as may be prescribed by the rules; or

(*b*) have or claim any interest in the shares of the society exceeding thousand rupees.

Conditions of Registration.

7. (1) No society, other than a society of which a member is a registered society, shall be registered under this Act which does not consist of at least ten persons who have attained the age of majority and, where the object of the society is the creation of funds to be lent to its members, unless such persons reside in the same town or village or in the same group of villages.

*Explanation.* Nothing in this sub-section shall be deemed to prohibit the registration, in exceptional cases, of societies restricted to members of the same tribe, class, caste or occupation.

(2) The word 'limited' shall be the last word in the name of every society with limited liability registered under this Act.

Power of Registrar to decide certain questions.

8. When any question arises whether for the purpose of the formation or registration or continuance of a society under this Act, a person is an agriculturist or a non-agriculturist or whether any person is a resident in a town or village or group of villages or whether two or more villages shall be considered to form a group or whether any person belongs to any particular tribe, class, caste or occupation, the question shall be decided by the Registrar whose decision shall be final.

Application for registration.

9. (1) For purposes of registration, an application to register shall be made to the Registrar.

(2) The application shall be signed—

(*a*) in the case of a society of which no member is a registered society, by at least ten persons qualified in accordance with the requirements of Section 7, sub-section (1); and

(*b*) in the case of a society of which a member is a registered society, by a duly authorised person on behalf of every such registered society and, where all the members of the society are not registered societies, by ten other members, or when there are less than ten other members, by all of them.

(3) The application shall be accompanied by a copy of the proposed bye-laws of the society and the persons by whom or on whose behalf such application is made shall furnish such information in regard to the society as the Registrar may require.

Registration.

10. If the Registrar is satisfied that a society has complied with the provisions, of this Act and the rules and that its proposed bye-laws are not contrary to this Act or to the rules, he may, if he thinks fit, register the society and its bye-laws. In case of refusal an appeal shall lie to Our Government within two months from the date of the issue of the order of refusal.

Evidence of registration.

11. A certificate of registration signed by the Registrar shall be conclusive evidence that the society therein mentioned is duly registered, unless it is proved that the registration of the society has been cancelled.

Amendment of the bye-laws of registered society.

12. (1) No amendment of the bye-laws of a registered society (whether by way of cancellation, addition or alteration) shall be valid until approved by the resolution of a general meeting and registered under this Act, for which purpose, a copy of the amendment shall be forwarded to the Registrar.

(2) If the Registrar is satisfied that any amendment of the bye-laws is not contrary to this Act or the rules he may, if he thinks fit, register the amendment. In the case of refusal an appeal shall lie to Our Government within two months from the date of the issue of the order of refusal.

(3) when the Registrar registers an amendment of the bye-laws of a society, he shall issue to the society a copy of the amendment certified by him, which shall be conclusive evidence that the same is duly registered.

### GENERAL MEETINGS.

Annual general meeting.

**13.** Every registered society shall call an annual general meeting of its members within the time prescribed therefor.

Special general meeting.

**14.** A special general meeting may be called at any time by a majority of the Committee and shall be called within one month—

(1) on the requisition in writing of not less than one-fifth of the members of the society, or

(2) at the instance of the Registrar.

### CHANGES SUBSEQUENT TO REGISTRATION.

Change of name, its effect.

**15.** A society may, by a resolution of a general meeting of its members and with the approval of the Registrar, change its name; but such change shall not affect any right or obligation of the society, or of any of its members, or past members and any legal proceedings pending may be continued by or against the society under its new name.

Division and amalgamation of Societies

**16.** (1) (*a*) Any registered society may, at a general meeting of its members specially called for the purpose of which at least seven clear days' notice shall be given to its members, resolve to divide itself into two or more societies. The resolution (hereinafter in this sub-section referred to as the preliminary resolution) shall contain proposals for the division of the assets and liabilities of the society among the new societies into which it is proposed to divide it and prescribe the area of operations of, and specify the members who will constitute, each of the new societies.

(*b*) (*i*) A copy of the preliminary resolution shall be sent to all the members and creditors of the society.

(*ii*) Any member of the society may, notwithstanding any bye-law to the contrary, by notice given to the society within a period of three months from his receipt of the preliminary resolution, intimate his intention not to become a member of any of the new societies.

(*iii*) Any creditor of the society may notwithstanding any agreement to the contrary, by notice given to the society within the said period, intimate his intention to demand a return of the amount due to him.

(*c*) After the expiry of three months from the receipt of the preliminary resolution by all the members and creditors of the society, a general meeting of the members of the society of which at least fifteen clear days' notice shall be given to the members, shall be convened for considering the preliminary resolution. If at such meeting the preliminary resolution is confirmed by a resolution passed by a majority of not less than two-thirds of the members present, either without changes or with such changes as, in the opinion of the Registrar, are not material, he may, subject to the provisions of clause (e) and Section 10, register the new societies and the bye-laws thereof. On such registration, the registration of the old society shall be deemed to have been cancelled.

The opinion of the Registrar as to whether the changes made in the preliminary resolution are or are not material shall be final and no appeal shall lie therefrom.

(d) At the meeting referred to in clause (c) provision shall be made by another resolution for—

(i) the repayment of the share capital of all the members who have given notice under sub-clause (ii) of clause (b): and

(ii) the satisfaction of the claims of all the creditors who have given notice under sub-clause (iii) of clause (b):

Provided that no member or creditor shall be entitled to such repayment or satisfaction until the preliminary resolution is confirmed as provided in clause (c).

(e) If, within such time as the Registrar considers reasonable, the share capital of the members referred to in clause (d) is not repaid or the claims of the creditors referred to in that clause, are not satisfied the Registrar may refuse the new societies.

(f) The registration of new societies shall be a sufficient conveyance to vest the assets and liabilities of the original society in the new societies in the manner specified in the preliminary resolution as confirmed under clause (c).

(2) (a) Two or more registered societies may, at general meetings of their respective members, specially called for the purpose of which at least seven clear days' notice shall be given to their respective members, resolve to amalgamate into one society. This resolution is hereinafter in this sub-section referred to as the preliminary resolution.

(b) (i) A copy of the preliminary resolution of each society shall be sent to all the members and creditors thereof.

(ii) Any member of any such society may, notwithstanding any bye-law to the contrary, by notice given to the society of which he is a member within a period of three months from his receipt of the preliminary resolution, intimate his intention not to become a member of the new society.

(iii) Any creditor of any such society may, notwithstanding any agreement to the contrary, by notice given to the society of which he is a creditor within the said period, intimate his intention to demand a return of the amount due to him.

(*c*) After the expiry of three months from the receipt of the preliminary resolution by all the members and creditors of all the societies a joint meeting of the members of such societies of which at least fifteen clear days' notice shall be given to them, shall be convened for considering the preliminary resolution. If at such meeting the preliminary resolution is confirmed by a resolution passed by a majority of not less than two-thirds of the members present, either without changes or with such changes as in the opinion of the Registrar are not material, he may subject to the provisions of clause (c) and Section 10, register the new society and the bye-laws thereof. On such registration, the registration of the old societies shall be deemed to have been cancelled.

The opinion of the Registrar as to whether the changes made in the preliminary resolution are or are not material shall be final and no appeal shall lie therefrom.

(*d*) At the joint meeting referred to in clause (*c*), provision shall be made by another resolution for—

(i) the repayment of the share capital of all the members who have given notice under sub-clause (ii) of clause (*b*) and

(ii) the satisfaction of the claims of all the creditors who have given notice under sub-clause (iii) of clause (*b*) :

Provided that no member or creditor shall be entitled to such repayment or satisfaction until the preliminary resolution is confirmed as provided in clause (*c*).

(*e*) If, within such time as the Registrar considers reasonable, the share capital of the members referred to in clause (*d*) is not repaid or the claims of the creditors referred to in that clause are not satisfied, the Registrar may refuse to register the new society.

(*f*) The registration of the new society shall be a sufficient conveyance to vest in it all the assets and liabilities of the original societies.

## RIGHTS AND LIABILITIES OF MEMBERS.

Member not to exercise rights till due payments made.

17. (1) No member of a registered society shall, save as otherwise provided in sub-section (2), exercise the rights of a member unless or until he has made such payment to the society in respect of membership or acquired such interest in the society as may be prescribed by the rules and bye-laws of such society.

(2) In the case of a society registered after the commencement of this Act, the persons who have signed the application to register the society may elect a Committee to conduct the affairs of the society

for a period of three months from the date of registration or for such further period as the Registrar may consider desirable ;

Provided that the Committee shall cease to function as soon as the members of the society have elected a Committee in accordance with its bye-laws.

Votes of members.

18. (1) No member of any registered society shall have more than one vote in the affairs of the society provided that in the case of an equality of votes the chairman shall have a casting vote.

(2) A registered society which has invested any part of its funds in the shares of another registered society may appoint any of it members not disqualified for such appointment under any rules prescribed in that behalf to vote in the affairs of such other registered society.

Restrictions on transfer of share or interest.

19. (1) The transfer or charge of the share or interest of a member in the capital of a registered society shall be subject to such conditions as to maximum holding as may be prescribed by this Act or by the rules.

(2) A member shall not transfer any share held by him or his interest in the capital or property of any society or any part thereof unless :—

(a) he has held such share or interest for not less than one year ; and

(b) the transfer or charge is made to the society or to a member of the society or to a person whose application for membership has been accepted by the society.

### DUTIES OF REGISTERED SOCIETIES.

Address of societies.

20. Every registered society shall have an address registered in accordance with the rules, to which all notices and communications may be sent, and shall give notice in writing to the Registrar of any change in the said address within thirty days of such change.

Copy of Act, rule and bye-laws to be open to inspection.

21. Every registered society shall keep open to inspection free of charge at all reasonable times at the registered address of the society—

(a) a copy of this Act,

(b) a copy of the rules governing such society,

(c) a copy of the bye-laws of such society, and

(d) the register of its members

Audit.

22. (1) The Registrar shall by himself or by some person authorised by him in writing by general or special order in this behalf audit the accounts of every society once at least in every year,

(2) The audit under sub-section (1) shall include an examination of overdue debts, if any, the verification of cash balance and securities and a valuation of the assets and liabilities of the society.

(3) The Registrar or other person auditing the accounts of any society shall have free access to the books, accounts and vouchers of such society and shall be allowed to verify its cash balances and securities.

The Committee, Secretary and other officers of the society shall furnish to the Registrar or other person appointed to audit the accounts of a society all such information as to its transactions and working as the Registrar or such person may require and shall produce the cash for verification with the cash balance when demanded by the Registrar or the person appointed to audit.

(4) The Registrar and every other person appointed to audit the accounts of a society shall have power when necessary—

(i) to summon at the time of his audit any officer, agent, servant or member of the society who he has reason to believe can give valuable information in regard to any transaction of the society or the management of its affairs, or—

(ii) to require the production of any book or document relating to the affairs of the society or any cash or securities belonging to the society by the officer, agent, servant or member in possession of such book, document, cash or securities.

### PRIVILEGES OF REGISTERED SOCIETIES.

Societies to be bodies corporate.

23. The registration of a society shall render it a body corporate by the name under which it is registered, with perpetual succession and a common seal, and with power to hold property, to enter into contracts, to institute and defend suits and other legal proceedings and to do all things necessary for the purposes for which it was constituted.

Prior claim of society.

24. Subject to the prior claim, if any, of Our Government in respect of land revenue or any money recoverable as land revenue or of a landlord in respect of rent, any debt or outstanding demand owing to a society by any member or past member or deceased member shall be a first charge —

(1) upon crops or other agricultural produce raised in whole or in part with any loan taken from the society by such member or past member or deceased member, and

(2) upon any cattle, fodder for cattle, agricultural or industrial implements or machinery or raw materials for manufacture or workshops, godown or place of business supplied to or purchased by such member or past member or deceased member in whole or in part from any loan whether in money or goods given him by the society:

Provided that nothing contained in this clause shall affect the claim of any *bonafide* purchaser or transferee for value without notice of any such crops or other agricultural produce, cattle, fodder for cattle or raw materials for manufacture or workshops or agricultural or industrial implements.

Charge and set off in respect of shares or interest of member.

25. A registered society shall have a charge upon the share or interest in the capital and on the deposits of a member or past or deceased member and upon any dividend, bonus or profits payable to a member or past member or the estate of a deceased member in respect of any debt due from such member or past member to the society, and may set off any sum credited or payable to a member or past member or the estate of deceased member in or towards payment of any such debt.

Shares or interest not liable to attachment.

26. Subject to the provisions of Section 25, the share or interest of a member in the capital of a registered society shall not be liable to attachment or sale under any decree or order of a Court of Justice in respect of any debt or liability incurred by such member and neither the Receiver under the law of insolvency for the time being in force nor a Receiver appointed under the Code of Civil Procedure, 1100 shall be entitled to or have any claim on such share or interest.

Transfer of interest on death of member.

27. (1) On the death of a member of a society, such society may, within a period of one year from the death of such member, transfer the share or interest of the deceased member to a person or persons nominated in accordance with the bye-laws of the society, if duly admitted a member of the society in accordance with the rules or the bye-laws of the society, or if there is no person so nominated, to such person as may appear to the committee to be the heir or legal representative of the deceased member if duly admitted a member of the society, or may pay to such nominee, heir or legal representative, as the case may be, a sum representing the value of such member,s share or interest ascertained in accordance with the rules or bye-laws :

Provided that such nominee, heir or legal representative, as he case may be, may require that payment shall be made by the society within one year from the death of the member of the value of the share or interest of such member ascertained as aforesaid.

(2) A society shall subject to the provisions of Section 25 and unless prevented by an order of a competent court, pay to such nominee, heir, or legal representative, as the case may be, all other moneys due to the deceased member from the society.

(3) All transfers and payments made by a society in accordance with the provisions of this Section shall be valid and effectual against any demand made upon the society by any other person.

Liablity of past member or of the estate of a deceased member.

28. The liability of a past member or of the estate of a deceased member for the debts of a registered society as they existed on the date of his ceasing to be a member or of his decease, as the case may be, shall continue for a period of two years from such date.

Register of members.

29. Any register or list of members or shares kept by any registered society shall be *prima facie* evidence of any of the following particulars entered therein:—

(*a*) the date on which the name of any person was entered in such register or list as a member,

(*b*) the date on which any such person ceased to be a member.

Admissibility of copy of entry as evidence.

30. A copy of any entry in any book. register or list regularly kept in the course of business in the possession of a society shall, if duly certified in such manner as may be prescribed by the rules, be admissible in evidence of the existence of the entry and shall be admitted as evidence of the matters and transactions therein recorded in every case where, and to the same extent to which, the orginal entry would, if produced, have been admissible to prove such matters.

Power to attach and sell defaulter's property.

31. Whenever a decision or an award of the Registrar or arbitrator or an order of the Registrar or liquidator is obtained by a registered society for the realisation of money, any such money may be recovered as arrears of public revenue under the Revenue Recovery Act, I of 1068 subject to such rules, if any, as may be prescribed, and Our Government may for such purposes confer on the Registrar or any officer subordinate to him the powers of a Division Peishkar or other officer under the said Act:

Provided that the powers of a Division Peishkar shall not be conferred on any Officer who is inferior in rank to that of an Assistant Registrar.

*Explanation*:—Any right of appeal or application for revision or civil suit available in respect of the orders or actions under the Revenue Recovery Act, I of 1068 shall be available to the parties.

Exemption from compulsory registration of instruments relating to shares and debentures of registered society.

32. Nothing in Section 10, sub-section (1), clauses (*a*) and (*b*) of the Travancore Registration Act, 1087 shall apply to—

(1) any instrument relating to shares in a registered society notwithstanding that the assets of such society consist in whole or in part of immovable property; or

(2) any debenture issued by any such society and not creating, declaring, assigning, limiting or extinguishing any right, title or interest to or in immovable property except in so far as it entitles the holder to the security afforded by a registered instrument whereby the society has mortgaged, conveyed or otherwise transferred the whole or part of

its immovable property or any interest therein to trustees upon trust for the benefit of the holders of such debentures; or

(3) any endorsement upon or transfer of any debenture issued by any such society.

Power to exempt from Income-tax, Municipal tax, Stamp duty, Registration and Court fees.

33. Our Government by notification in Our Government Gazette may, in the case of any society or class of societies, remit—

(1) the income-tax or supertax payable in respect of the profits of the society, or of the dividends or other payments received by the members of the society on account of profits or in respect of interest on securities held by the society;

(2) any tax payable under the law of Municipalities for the time being in force,

(3) the stamp duty with which, under any law for the time being in force, instruments executed by or on behalf of society or by an officer or member and relating to the business of such society or any class of such instruments, or awards of the Registrar or arbitrators under this Act, are respectively chargeable and

(4) any fee payable under the law of Registration or of court fees for the time being in force.

Government aid to registered societies.

34. Notwithstanding anything contained in any other enactment, Our Government may, subject to such rules as may be prescribed in this behalf, grant loans to, take shares in, or give financial assistance in any other form to any registered society.

*Explanation.*—Nothing in this section shall be construed as entitling Our Government to become a member of any society without the society admitting Government as a member.

PROPERTY AND FUNDS OF REGISTERED SOCIETIES.

Restrictions on loans.

35. (1) A registered society shall not make a loan to any person other than a member;

Provided that, with the general or special sanction of the Registrar, a registered society may make loans to another registered society.

(2) Save with the sanction of the Registrar, a registered society shall not lend money on the security of movable property other than agricultural produce.

(3) Notwithstanding anything contained in sub-sections (1) and (2), a registered society may make a loan to a depositor on the security of his deposit.

(4) Our Government may, by general or special order, prohibit or restrict the lending of money on mortgage of immovable property by any registered society or class of registered societies.

Restrictions on borrowings.

(5) A registered society shall receive deposits and loans only to such extent and under such conditions as may be prescribed by the rules or the bye-laws of the society.

Restriction on other transactions with non-members.

36. Save as provided in Section 35, the transaction of a registered society with persons other than members shall be subject to such prohibitions and restrictions, if any, as Our Government may, by rules, prescribe.

Investment of Funds.

37. Subject to the provisions of sub-section (4) of Section 35, a registered society may invest or deposit its funds—

(*a*) in Our Government Savings Bank; or

(*b*) in Promissory Notes, Debentures, stock or other securities of the Government of India; or

(*c*) in stock or debentures or of shares in Railway or other companies, the interest whereon shall have been guaranteed by the Government of India or by the Government of Travancore; or

(*d*) on a first mortgage of immovable property situate in Travancore provided that the property is not a leasehold for a term of years and that the value of the property exceeds by one-third or if it consists of buildings, exceeds by one-half, the mortgage amount; or

(*e*) in the shares or on the security of any other registered society in Travancore, provided that no such investment shall be made in the shares of any society other than one with limited liability; or

(*f*) with any bank or person carrying on the business of banking approved for this purpose by the Registrar; or

(*g*) in any other mode permitted by the rules.

(2) Any investments or deposits made before the commencement of this Act which would have been valid if this Act had been in force are hereby ratified and confirmed.

Restrictions on dividend.

38. No society shall pay a dividend to its members at a rate exceeding 7 1/2 per cent.

Reserve Fund.

39. (1) Every society which does or can derive a profit from its transactions shall maintain a Reserve Fund.

(2) In the case of a society with unlimited liability, at least one-fourth of the net profits of the society each year shall be carried to the Reserve Fund and in the case of any other society at least one-tenth of the net profits of the society each year shall be carried to the Reserve Fund; and such Reserve Fund shall not be used in the ordinary business of the society but may, subject to the provisions of Section 37, be invested as Our Government may by general or special order direct or may with the previous sanction of Our Government be used in part for some public purpose likely to promote the objects of this Act or for

some purposes of local interest or may be drawn upon to the extent of not more than twenty-five per cent. thereof for purposes sanctioned by the Registrar.

Restriction on distribution of profits.

40. Subject to the provisions of Section 38, the balance of the profits of a society after making the prescribed provision for the Reserve Fund may, together with any available profits of past years, be distributed among its members, provided that no distribution of profits shall be made without the sanction of the Registrar.

Provident Fund.

41. Any society may establish a provident fund for its members out of contributions from such members in accordance with bye-laws made by the society in this behalf and may contribute to such provident fund from its net profits, after the prescribed payments have been made to the Reserve Fund, provided that such provident fund shall not be used in the business of the society but shall be invested under the provisions of Section 37; and provided further that no part of such provident fund shall be considered as an asset of such society.

Contribution to charitable purposes.

42. Any registered society may after one-fourth, or one-tenth, as the case may be, of the net profits in any year has been carried to a reserve fund, contribute, subject to the approval of the Registrar, an amount not exceeding seven and a half per cent. of the remaining net profits to any charitable purpose as defined in Section II of the Charitable Endowments Act of 1082 M. E.

## INQUIRY AND INSPECTION.

Inquiry by Registrar.

43. (1) The Registrar may of his own motion, and shall, on the application of the majority of the Committee or of not less than one-third of the members, hold an inquiry, or direct some person authorised by him by order in writing in this behalf to hold an inquiry into the constitution, working and financial condition of a registered society.

(2) The Registrar or the person authorised by him under sub-section (1) shall have the following powers, namely:—

(a) He shall, at all reasonable times, have free access to the books, accounts, documents, securities, cash and other properties belonging to or in the custody of the society and may summon any person in possession or responsible for the custody of any such books, accounts, documents, securities, cash or other properties to produce the same at any place at the headquarters of the society or any branch thereof.

(b) He may summon any person who he has reason to believe has knowledge of any of the affairs of the society to appear before him at any place at the headquarters of the society or any branch thereof and may examine such person on oath.

(c) (i) He may, notwithstanding any rule or bye-law prescribing the period of notice for a general meeting of the society, require the officers of the society to call a general meeting at such time and place at the headquarters of the society or any branch thereof and to determine such matters as may be directed by him and if the officers of the society refuse or fail to call such a meeting, he shall have power to call it himself.

(ii) Any meeting called under clause (i) shall have all the powers of a general meeting called under the bye-laws of the society and its proceedings shall be regulated by such bye-laws.

Inspection of Books by Registrar.

44. (1) The Registrar may, on the application of a creditor of a registered society inspect or direct some person authorised by him in this behalf by a general or special order in writing to inspect the books of the society.

(2) No inspection shall be made or directed under sub-section (1) unless the creditor—

(a) satisfies the Registrar that the debt is a sum then due and that he has demanded payment thereof and has not received satisfaction within a reasonable time; and

(b) deposits with the Registrar such sum as security for the costs of the proposed inspection as the Registrar may require.

(3) Where an inspection is made under sub-section (1), the Registrar shall communicate the results of such inspection to the creditor to whom the society is indebted.

Costs of inquiry and inspection.

45. Where an inquiry is held under Section 43 or an inspection is made under Section 44, the Registrar may after giving the parties an opportunity to be heard, apportion the costs or such part of the costs as he may think right, between the society, the members or creditor demanding an inquiry or inspection and the officers or former officers of the society in accordance with such rules as may be made by Our Government.

Recovery of costs.

46. Any sum awarded by way of costs under Section 45 may be recovered as if it were an arrear of land revenue.

### SUPERSESSION OF COMMITTEE OF SOCIETY.

Supersession of Committee.

47. (1) If, in the opinion of the Registrar the Committee of any registered society is not functioning properly he may, after giving an opportunity to the Committee to state its objections and after recording a finding that the objections are unsatisfactory, (if such be his finding) call upon the members of the society to appoint a new Committee within such time, not being less than one month as may be fixed by him. If a new Committee is not appointed accordingly or if the Committee appointed is after trial for six months, found wanting in the opinion of the Registrar, and if the Registrar is of opinion that in the circumstances of the case

it is undersirable to order the cancellation of the registration of the Society, he may by order in writing, dissolve the Committee, and appoint a suitable Committee consisting of as many members of that Society as he may deem necessary to manage the affairs of the society for a specific period not exceeding one year. The period specified in such order may, at the discretion of the Registrar, be extended from time to time, provided that such order shall not remain in force for more than two years in the aggregate.

(2) The Committee so appointed by the Registrar shall have all such powers, rights and responsibilities as a Committee of the Society has according to the bye-laws of the society.

(3) The Committee appointed by the Registrar, shall, at the expiry of the period of its appointment, arrange for the constitution of a new Committee in accordance with the bye-laws of the society.

(4) Before taking action under sub-section (1) in respect of any society the Registrar shall in the prescribed manner consult such body of persons, if any, as may be prescribed by Our Government, in that behalf, regarding the action and regarding such other matters as may be prescribed.

(5) Nothing in this section shall be deemed to affect the powers of the Registrar to cancel the registration of any society under any other section.

DISSOLUTION OF SOCIETY.

Dissolution.

48. (1) If the Registrar, after an inquiry has been held under Section 43 or after an inspection has been made under Section 44 or on receipt of an application made by three-fourths of the members of a registered society, is of opinion that the society ought to be dissolved, he may by order in writing cancel the registration of the society. A copy of the order shall forthwith be communicated to the society.

(2) Any member of the society may, within two months from the date of the order made under sub-section (1) appeal to Our Government from such order.

(3) Where no appeal is presented within two months from the making of an order cancelling the registration of the society, the order shall take effect on the expiry of that period.

(4) Where an appeal is presented within two months, the order shall not take effect until it is confirmed by Our Government and such confirmation is communicated to the society.

Cancellation of registration of Society.

49. Where it is a condition of the registration of a society that it should consist of at least ten members who have attained the age of majority, the Registrar may, by order in writing, cancel the registration of the society if at any time it is proved to his satisfaction that the number of the members has been reduced to less than ten such members.

50. Where the registration of a society is cancelled the society shall cease to exist as a corporate body ;

Effect of cancellation of registration.

(*a*) in the case of cancellation in accordance with the provisions of Section 48, from the date the order of cancellation takes effect ;

(*b*) in the case of cancellation in accordance with the provisions of Section 49, from the date of the order.

51. (1) Where the registration of a society is cancelled under Section 48 or Section 49, the Registrar may appoint any person to be liquidator of the society.

Winding up.

(2) Subject to any rules that may be made under this Act the whole of the assets of the society shall, on the appointment of a liquidator under sub-section (1), vest in such liquidator and he shall have power to realise such assets by sale or otherwise.

(3) Such liquidator shall also have power, subject to the control of the Registrar ;—

(*a*) to institute and defend suits and other legal proceedings on behalf of the society by his name of office ;

(*b*) to get disputes referred to arbitration ;

(*c*) to determine from time to time the contribution to be made or remaining to be made by the members or past members or by the estates or nominees, heirs or legal representatives of deceased members or by any officers or former officers, to the assets of the society such contribution including debts due from such members or persons ;

(*d*) to investigate all claims against the society and subject to the provisions of this Act to decide questions of priority arising between claimants ;

(*e*) to pay claims against the society (including interest up to the date of cancellation of registration) according to their respective priorities if any, in full or rateably as the assets of the society permit ; the surplus, if any, remaining after payment of the claims being applied in payment of interest from the date of such cancellation at a rate fixed by him but not exceeding the contract rate in any case ;

(*f*) to determine by what persons and in what proportions the costs of the liquidation are to be borne ;

(*g*) to give such directions in regard to the collection and distribution of the assets of the society as may appear to him to be necessary for winding up the affairs of the society ; and

(*h*) to carry on the business of the society so far as may be necessary for the beneficial winding up of the same.

(4) Subject to any rules that may be made under this Act a liquidator appointed under this section shall, in so far as such powers are necessary for carrying out the purposes of this section, have power to summon and enforce the attendance of witnesses and to compel the production of any books, accounts, documents, securities, cash or other properties belonging to or in the custody of the society by

the same means and (so far as may be) in the same manner as is provided in the case of a civil court under the Code of Civil Procedure, 1100.

(5) When the affairs of the society have been wound up the liquidator shall deposit the records of the society in such place as the Registrar may direct.

(6) Any person aggrieved by any order of the liquidator may in the prescribed manner appeal to the Registrar against such order within two months from the date of the issue of the order.

Bar of suit in winding up and dissolution matters.

52. Save in so far as is expressly provided in this Act,—

(a) no civil court shall take cognizance of any matter connected with the winding up, dissolution or cancellation of the registration of a society under this Act ; and

(b) no suit or other legal proceeding shall lie or be proceeded with in respect of any order of the liquidator or of the Registrar passed in appeal therefrom except by leave of the Registrar or in case such leave is refused by the Registrar, by leave of the District Court having local jurisdiction and subject to such terms, if any, as the Registrar or the District Court as the case may be may impose.

Disposal of surplus assets.

53. After all the liabilities including the paid up share capital of a cancelled society have been met, the surplus assets shall not be divided amongst its members but they shall be devoted to any object or objects described in the bye-laws of the society and when no object is so described to any object of public utility determined by the general meeting of the society and approved by the Registrar or they may in consultation with them either be assigned by the Registrar in whole or in part to any or all of the following :—

(a) an object of public utility of local or communal interest ;

(b) a charitable purpose as defined in Section II of the Charitable Endowments Act of 1082 M. E. ;

(c) the Travancore Co-operative Institute, Trivandrum ;

or may be placed on deposit with the Central Co-operative Bank until such time as a new society with similar conditions is registered when with the consent of the Registrar such surplus may be credited to the Reserve Fund of such new society.

## SURCHARGE AND ATTACHMENT.

Surcharge.

54. (1) Where in the course of an audit under Section 22 or an inquiry under Section 43 or an inspection under Section 44 or the winding up of a society, it appears that any person who has taken part in the organisation or management of the society or any past or present officer of the society has misappropriated or fraudulently retained any money or other property or been guilty of breach of trust in relation to the society, the Registrar may of his own motion or on the application of the Committee

or liquidator or of any creditor or contributory, examine into the conduct of such person or officer and make an order requiring him to repay or restore the money or property or any part thereof with interest at such rate as the Registrar thinks just or to contribute such sum to the assets of the society by way of compensation in respect of the misappropriation, fraudulent retainer or breach of trust as the Registrar thinks just.

(2) The order of the Registrar under sub-section (1) shall be final unless it is set aside by the District Court having jurisdiction over the area in which the headquarters of the society are situated, on application made by the party aggrieved within three months of the date of the receipt of the order by him.

(3) Any sum ordered under this section to be repaid to a society or recovered as a contribution to its assets may be recovered on a requisition being made in this behalf to the Division Peishkar by the Registrar in the same manner as arrears of land revenue.

(4) This Section shall apply notwithstanding that such person or officer may have incurred criminal liability by his act.

Attachment of property.

55. Where the Registrar is satisfied on the application of the liquidator or when acting under Section 56 that any person with intent to defeat or delay the execution of any order that may be passed against him under clause (*c*) of sub-section (3) of Section 51 or Section 54.—

(*a*) is about to dispose of the whole or any part of his property, or

(*b*) is about to conceal or remove the whole or any part of his property, the Registrar may, unless adequate security is furnished, direct the conditional attachment of the said property or such part thereof as he thinks necessary. Such attachment shall be treated as an attachment or distraint as the case may be, effected by the Tahsildar of the place where the property attached is situated under the provisions of the Revenue Recovery Act, I of 1068, and all the remedies available to aggrieved persons under the provisions of the said Act in respect of any attachment or distraint effected by the Tahsildar shall also be available.

## ARBITRATION.

Disputes.

56. (1) If any dispute touching the business of a registered society (other than a dispute regarding disciplinary action taken by the society) or its Committee against a paid servant of the society) arise:—

(*a*) among members, past members and persons claiming through members, past members and deceased members, or

(*b*) between a member, past member or person claiming through a member, past member or deceased member and the society, its Committee or any officer agent or servant, past or present of the society, or

(c) between the society or its Committee and any officer, agent or servant past or present of the society, or

(d) between the society and any other registered society, such dispute shall be referred to the Registrar for decision.

*Explanation* :—A claim by a registered society for any debt or demand due to it from a member, past member or the nominee heir or legal representative of a deceased member, whether such debt or demand be admitted or not, is a dispute touching the business of the society within the meaning of this sub-section.

(2) The Registrar may, on receipt of such reference,

(a) decide the dispute himself, or

(b) transfer it for disposal to any person who has been invested by Our Government with powers in that behalf: or

(c) Subject to such rules as may be prescribed, refer it for disposal to an arbitrator or arbitrators:

Provided that if any party to the dispute applies for action being taken under clause (c), the Registrar shall act accordingly.

(3) Subject to such rules as may be prescribed, the Registrar may withdraw any reference transferred under Clause (b) of sub-section (2) or referred under clause (c) of that sub-section and deal with it in the manner provided in the said sub-section.

(4) The Registrar, may, of this motion or on the application of a party to a reference, revise any decision thereon by the person to whom such reference was tranferred or by the arbitrator or arbitrators to whom it was referred:

Provided that where the decision sought to be revised is a decision made by arbitrator or arbitrators appointed in pursuance of the provisions of the proviso to sub-section (2) the Registrar shall not modify the decision but may, if he thinks it necessary or desirable, refer the dispute again as under clause (c) of sub-section (2).

Finality of order.

57. (1) Any decision passed by the Registrar under clause (a) of sub-section (2) of Section 56 or under sub-section (4) of the same section shall be final and shall not be called in question in any civil court:

Provided that it shall be competent to Our Government, subject to such rules, if any, as may be prescribed, to revise any decision passed by the Registrar under clause (a) of sub-section (2) of Section 56.

(2) Any decision that may be passed by the person to whom a reference is transferred or by the arbitrator or arbitrators to whom it is referred under sub section (2) of Section 56 shall save as otherwise provided in sub-section (4) of the same section, be final and shall not be called in question in any civil court.

Power to enforce attendance.

58. Wherever in this Act it is provided that the Registrar or person duly authorised by general or special order in writing by the Registrar in this behalf shall hold an inquiry under Section 43 or shall wind up a society or shall arbitrate, the Registrar, or person authorised, as the case may be, shall, subject to such rules as may be

passed by Our Government for the payment of batta to the witnesses, have the power to summon and enforce the attendance at the head quarters of the society concerned of witnesses including the parties interested or any of them and to compel them to give evidence, and to compel the production of documents by the same means and as far as possible in the same manner as is provided in the case of a civil court by the Code of Civil Procedure, 1100.

Money how recovered.

59. Every order passed by the liquidator under Section 51, or by the Registrar or his nominee or arbitrators on disputes referred to him or them under Section 51 or under Section 56 or by Our Government under the proviso to Section 57, sub-section (1), shall, if not carried out be executed—

(*a*) on a certificate signed by the Registrar or a liquidator by any civil court having local jurisdiction in the same manner as a decree of such court: or

(*b*) according to the law for the time being in force for the recovery of arrears of land revenue, provided that any application for the recovery in such manner of any such sum shall be made to the Division Peishkar and shall be accompanied by a certificate signed by the Registrar or by any one to whom the said power has been delegated by the Registrar.

### OFFENCES AND PENALTIES.

Offences

60. It shall be an offence under this Act if—

(*a*) a registered society or an officer or member thereof, in contravention of the provisions of this Act wilfully makes a false return or furnishes false information or wilfully neglects or omits to call a general meeting or special general meeting of the society, or

(*b*) any person wilfully or without any reasonable excuse disobeys any summons, requisition or lawful written order issued under the provisions of this Act or does not furnish any information, lawfully required from him by a person authorised in this behalf under the provisions of this Act

Punishment for disposing of property in contravention of Section 24.

61. Any member or past member or the nominee heir or legal representative of a deceased member who fraudulently disposes of any property in respect of which the society is entitled to claim prority under Section 24, or fraudulently does any other act to the prejudice of such claim shall be punishable with fine not exceeding two hundred rupees.

Prohibition of the use of the word Co-operative.

62. No person other than a registered society shall trade or carry on business under any name or title of which the word 'Co-operative' is part without the sanction of Government:

Provided that nothing in the Section shall apply to the use by any person or his successor in interest of any name or title under which he traded or carried on business at the date on which the Co-operative Societies Act (X of 1089) came into operation.

(2) Whoever contravenes the provisions of sub-section (1) shall be punishable with fine which may extend to fifty rupees and in the case of a continuing offence, with further fine of five rupees for each day on which the offence is continued after conviction therefor.

Punishment for Offences not otherwise provided for.

63. Any registered society or any officer or member thereof or any other person guilty of an offence under this Act for which no punishment is expressly provided herein shall be punishable with fine not exceeding fifty rupees.

Cognizance of offences.

64. (1) No court inferior to that of a Magistrate of the Fist Class shall try any offence under this Act.

(2) Every offence under this Act shall, for the purposes of the Code of Criminal Procedure, be deemed to be non-cognizable.

(3) No prosecution shall be instituted under this Act without the previous sanction of the Registrar. Such sanction shall not be given without giving the party concerned an opportunity to be heard.

MISCELLANEOUS.

Power of Government and Registrar to call for procedings of sub-ordinate officers and to pass orders thereon

65. Our Government or the Registrar may call for for and examine the record of any enquiry or the proceedings of any officer subordinate to them or him for the purpose of satisfying themselves or himself as to the legality or propriety of any decision or order passed and as to the regularity of the proceedings of such officer. If in any case it shall appear to Our Government or the Registrar that any decision or order or proceedings so called for should be modified, annulled, or reversed, Our Government or the Registrar, as the case may be may pass such order thereon as to them or him may seem fit. The revising authority may also pass any interim order on such conditions or otherwise as it deems fit.

Recovery of sums due to Government.

66. All sums due from a registered society or from an officer, former officer, member or past or deceased member of a registered society as such to Our Government including any costs awarded to Our Government in any proceeding under this Act may be recovered in the same manner as arrears of land revenue.

Power to exempt societies from conditions as to registration.

67. Notwithstanding anything contained in this Act Our Government may, by special order in each case and subject to such conditions, if any, as they may impose exempt any society from any of the requirements of this Act as to registration.

Powers to exempt registered societies from provisions of the Act

68. Our Government may, by general or special order, exempt any registered society from any of the provisions of this Act or may direct that such provisions shall apply to such society with such modifications as may be specified in the order.

Act I of 1092 not to apply.

69. The provisions of the Travancore Companies Act 1092 shall not apply to registered societies.

Application to the saving of existing Societies.

70. Every society now existing which has been registered under the Co-operative Societies Act (X of 1089) shall be deemed to be registered under this Act and its bye-laws shall, so for as the same are not inconsistent with the express provisions of this Act continue in force until altered or rescinded.

(2) All appointments, rules and orders made, notifications and notices issued and suits and other proceedings instituted under the said Act shall, so far as may be, be deemed to have been respectively made, issued and instituted under this Act.

Acts of Societies, etc., not to be invalidated by certain defects.

71. No act of a registered society or any committee or of any officer of the society, shall be deemed to be invalid by reason only of some defect in the organisation of the society or in the formation of the general body or in the appointment or election of the officer or on the ground that he was disqualified for his office.

Construction of references in Co-operative Societies Act X of 1089 in enactments.

72. All references to the Co-operative Societies Act (X of 1089) occurring in any enactment for the time being in force shall be construed as references to this Act.

Recovery of sums due to registered society.

73. Where under this Act or any rule made thereunder any sum due to a registered society from any person is recoverable as arrears of land revenue and the immovable property of such person is brought to sale under the provisions of the Revenue Recovery Act (Act I of 1068) and the society is the purchaser at such sale, the provisions of Section 32 of the said Act shall apply thereto as if for the fourth and fifth clauses thereof the following clauses were substituted, namely:—

Fourth—The sum due to the purchaser may be set off in whole or in part for which he purchased the money and the remainder if any of the purchase money shall be paid to the officer conducting the sale within thirty days of the date of the sale.

Fifth—Where the purchaser refuses or omits to complete the payment of the remainder if any of the purchase money the property shall be resold at the expense and hazard of such purchaser and the amount of all loss or expense which may attend such refusal or omission shall be recoverable from such purchaser in the same manner as arrears of land revenue. Where the property on the second sale, sells for a higher price than at the first sale the difference or increase shall be the property of him on whose account the first sale was made.

74. (1) Our Government may, for the whole or any part of Travancore and for any registered society or class of such societies, make rules to carry out all or any of the purposes of this Act.

Rules.

(2) In particular and without prejudice to the generality of the foregoing powers, such rules may,

(*a*) subject to the provisions of Section 6 prescribe the maximum number of shares or portion of the capital of a society which may be held by a member,

(*b*) prescribe the forms to be used and the conditions to be complied with in the making of applications for the registration of a society and the procedure in the matter of such applications;

(*c*) subject to the provisions of Section 5 prescribe the procedure to be followed when societies change their form of liability;

(*d*) prescribe the matters in respect of which a society may or shall make bye-laws and for the procedure to be followed in making, altering and abrogating bye-laws, and the conditions to be satisfied prior to such making alteration or abrogation;

(*e*) prescribe the conditions to be complied with by persons applying for admission or admitted as members, and provide for the election and admission of members, and the payment to be made and the interests to be acquired before the exercise of the right of membership;

(*f*) regulate the manner in which funds may be raised by means of shares of debentures or otherwise;

(*g*) provide for general meetings of the members and for the procedure at such meetings and the powers to be exercised by such meetings:

(*h*) provide for the appointment, suspension and the removal of the members of the Committee and other officers and for the procedure at meetings of the Committee and for the powers to be exercised and the duties to be performed by the Committee and officers;

(*i*) prohibit a society from appointing a defaulting member of any society to its Committee or to the Committee of any other society and allowing him to exercise his rights of membership in the society or to represent it in any other society and vote;

(*j*) prescribe the accounts and books to be kept by a society and provide for the audit of such accounts and the charges, if any, to be made for such audit, and for the periodical publication of a balance sheet showing the assets and liabilities of a society,

(*k*) prescribe the returns to be submitted by a society to the Registrar and provide for the persons by whom and the form in which such returns shall be submitted and in case of failure to submit any such return for the levy of the expenses of preparing it;

(*l*) provide for the persons by whom and the form in which copies of entries in books of societies may be certified and for the charges to be levied for the supply of such copies;

(*m*) provide for the formation and maintenance of a register of members and where the liability of the members is limited by shares of a register of shares

(*n*) provide for:—

(i) the appointment of an arbitrator or arbitrators to decide disputes;

(ii) the procedure to be followed in proceedings before the Registrar, arbitrator or arbitrators or other person deciding disputes including the appointment of a guardian for a party to the dispute who is a minor or who, by a reason of unsoundness of mind or mental infirmity, in incapable of protecting his interests;

(iii) the levy of expenses incidental to such proceedings, and

(iv) the enforcement of the decisions or awards in such proceedings;

(*o*) provide for the withdrawal and expulsion of members and for the payments, if any, to be made to members who withdraw or are expelled and for the liabilities of past members or the estates of deceased members;

(*p*) prescribe the prohibitions and restrictions subject to which societies may trade with persons who are not members:

(*q*) provide for the mode in which the value of a deceased members interest shall be ascertained, and for the nomination of a person to whom such interest may be paid or transferred;

(*r*) prescribe the payments to be made and the condition to be complied with by members applying for loans, the period for which loans may be made and the amount which may be lent, to an individual member;

(*s*) provide for the formation and maintenance of reserve funds, and the objects to which such funds may be applied, and for the investment of any funds under the control of a society,

(*t*) prescribe the extent to which a society may limit the number of its members

(*u*) prescribe the conditions under which profits may be distributed to the members of a society with unlimited liability and the maximum rate of dividend which may be paid by societies;

(v) prescribe the procedure to be followed by a liquidator appointed under Section 51 and provide for the disposal of the surplus assets, if any, of the society;

(w) determine the cases in which an appeal shall lie from the orders of the Registrar, and prescribe the procedure to be followed in presenting and disposing of appeals under this Act;

(x) prescribe the period for which and the terms under which aid may be given by Our Government to societies and the terms under which Our Government may guarantee the payment of interest on debentures issued by societies

(y) provide for the custody of property attached under this Act;

(z) provide for the issue and service of processes and for proof of service thereof;

(aa) provide for the inspection of documents in the Registrar's office and the levy of fees for granting certified copies of the same;

(bb) provide for the investigation of claims and objections that may be preferred against any attachment effected by the Registrar or an officer empowered by him;

(cc) provide for the recovery of costs awarded against Our Government in cases under Section 51

(dd prescribe the procedure for the attachment and sale of property under Section 31: and

(ee) provide for all matters expressly required or allowed by this Act to be prescribed by rules.

(3) The power to make rules conferred by the Section is subject to the condition of the rules being made after previous publication.

(4) All rules made under this Section shall be published in Our Government Gazette and on such publication shall have effect as if enacted in this Act.

Repeal. 76. The Co-operative Societies Act (X of 1089) is hereby Repealed.

## APPENDIX II.

## RULES UNDER THE TRAVANCORE CO-OPERATIVE SOCIETIES ACT 1112.

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# RULES UNDER THE TRAVANCORE CO-OPERATIVE SOCIETIES ACT 1112.

Short title.

I. These rules may be called the Travancore Co-operative Societies Rules.

Definitions.

II. In these rules, unless there is anything repugnant in the subject or context :—

(*a*) 'The Act' means the Travancore Co-operative Societies Act 1112.

(*b*) 'Co-operative Year' means the year ending with the last day of Edavom every Malabar year, or in the case of any Society or class of societies the accounts of which are made to any other date with the previous sanction of the Registrar, the year ending with such date.

(*c*) 'Decree.' means a decision, award or order referred to in Section 31 of the Act.

(*d*) 'Decree-holder' means any society holding a decree as defined in Clause (*c*).

(*e*) 'Defaulter' means any person against whom a decree as defined in Clause (*c*) has been obtained.

(*f*) 'Assistant Registrar' means any person appointed under Section 3 of the Act to assist the Registrar.

(*g*) 'Sale Officer' means an officer of the Co-operative Department invested with powers under the Revenue Recovery Act to attach and sell the properties of defaulters.

*Note.* Every officer of the Co-operative Department shall be deemed to be a public servant within the meaning of the Travancore Penal Code (Act I of 1074).

(*h*) 'Society' means a registered society as defined in the Act.

(*i*) 'Working Capital' means such portion of the reserve fund, other funds, paid-up share capital, loans and deposits received by a society and debentures issued by a society as have not been locked up in buildings and other fixed assets.

(*j*) 'Net Profit' means net profit as certified by the Registrar under Rule XIX.

(*k*) 'Financing Bank' means a registered society the main object of which is to lend money to other registered societies.

Application for registration.

III. Any body of persons desiring to apply for registration as a co-operative society under Section 9 of the Act shall apply to the Registrar of Co-operative Societies in the form prescribed in Schedule A appended to these rules.

Subject matter of bye-laws.

IV. With every application for registration, the applicants shall submit a draft of the bye-laws agreed upon by them. The bye-laws shall be consistent with the Act and with the rules made by our Government thereunder, and they shall deal with the matters specified in clauses (*a*) to (*z*) and may deal with such other matters incidental to the organisation of the society and the management of its business as may be deemed necessary :—

(*a*) the name and address of the society ;

(*b*) the area of its operations ;

(*c*) the object of the society ;

(*d*) the purpose to which its funds are applicable ;

(*e*) the qualification for admission to membership and the payment, if any, to be made or interest to be acquired as a condition of exercising the right of membership ;

(*f*) the nature and extent of the liability of the members for the debts contracted by the society ;

(*g*) the circumstances under which withdrawal from membership shall be permitted;

(*h*) the procedure to be followed in cases of withdrawal, ineligibility and death of members ;

(*i*) the conditions, if any, under which the transfer of a share or the interest of a member shall be permitted ;

(*j*) the nature and amount of the share capital, if any, of the society and where there is a share capital the maximum share capital which a single member, can hold ;

(*k*) the circumstances under which the society may borrow funds and the procedure to be followed in so borrowing ;

(*l*) the entrance and other fees and the fines, if any, to be collected from members ;

(*m*) the maximum loan admissible to a member, and the procedure to be followed in granting loans and extensions of time for the repayment or renewals thereof and in recovering loans from members ;

(*n*) the conditions on which loans and extensions of time for the repayment or renewals thereof, may be granted to members ;

(*o*) the consequences of default in payment of any sum due by a member ;

(*p*) the method of appropriating payments made by members from whom moneys are due;

(*q*) The maximum dividend payable on paid up share capital to members ;

(*r*) the rates of interest payable by the society on borrowed funds and by members on loans granted to them ;

(*s*) in the case of productive and distributive societies, the procedure to be followed in purchasing and selling raw material and finished products and in stock taking ;

(*t*) the mode of holding meetings, the right of voting and subject to rules V and VI the manner of making, altering and abrogating bye-laws ;

(*u*) the mode of appointment and removal of the committee and of other officers, and the duties and powers of the committee and such other officers;

(*v*) the mode of custody and investment of the funds and, subject to Rules VIII and XIX the mode of keeping accounts;

(*w*) the formation of a reserve fund, the objects to which reserve funds may be applied and the investment or utilisation of such funds or of any other funds under the control of the society;

(*x*) the authorisation of an officer or officers to sign documents and to institute and defend suits and other legal proceedings on behalf of the society;

(*y*) the disposal of the net profits;

(*z*) the preparation and submission of the annual statement prescribed by the Registrar and the publication of the same, and whether the society is to be affiliated to any Supervising Union or other institution and if so the charges to be paid in respect of such affiliation.

**V.** (1) The Registrar shall examine the application and the bye-laws in order to satisfy himself;

Procedure on receipt of application.

(*a*) that the application and the bye-laws are in conformity with the Act and the Rules;

(*b*) that the bye-laws are suitable for carrying out the objects of the society; and

(*c*) that the proposed society has reasonable chances of success with reference to local conditions and may before passing final orders call for such further information or make such inquiry as he may deem necessary. It shall also be competent to the Registrar before registering a society to make such alterations in the draft bye-laws submitted with the application for registration as he may deem advisable; provided that the written consent of the applicants is obtained to such alterations.

(2) If the Registrar is not satisfied on all or any of the points mentioned in clauses (*a*) (*b*) and (*c*) of Sub-rule (1), he shall refuse to register the society but if he is satisfied on all the said points, he may register the society and its bye-laws and grant to such society, free of cost a certificate of registration signed by himself and bearing his official seal and he shall also issue to the society along with the certificate of registration a certified copy of the draft bye-laws as approved and registered by him, and these bye-laws shall, subject to the result of any orders passed on appeal as provided in the Act be the bye-laws of the society. They shall be read at a general meeting attended by not less than 2/5 of the total number of the members on the register of the society.

(3) In every case in which the Registrar refuses to register the society, he shall record in writing the reasons for his refusal and shall communicate his decision to the applicants free of cost.

VI. The following procedure shall be adopted in regard to amendments to the bye-laws of a society.

Amendment of bye-laws.

(i) Every amendment shall be made only by a resolution passed by a majority of not less than two-thirds of the members present at a meeting of the general body of the members of the society.

(ii) No such resolution shall be valid unless notice of the amendment proposed has been given in accordance with the bye-laws.

(iii) Every application made to the Registrar for the registration of an amendment shall be signed by the Secretary and two members of the committee and shall contain the following particulars namely·—

(*a*) The date of the general body meeting at which the amendment was made ;

(*b*) The number of days' notice given to convene the general body meeting ;

(*c*) The total number of members of the society on the date of such meeting;

(*d*) The number of members who formed the quorum for such meeting;

(*e*) The number of members present at such meeting ; and

(*f*) The number of members who voted for the amendment.

VII. Every member of a society may nominate a person to whom under Section 27 of the Act his share or interest in the capital shall be transferred or the value thereof or any sum payable under sub-section (2) of that section shall be paid. Such member may from time to time revoke or vary such nomination. Such nomination shall in the event of his death, be given effect to by the society provided that :—

Nomination of an heir.

(1) The nomination is in writing and has been signed by the deceased in the presence of at least two witnesses attesting the same ,

(2) The nomination has been registered in the books of the society kept for the purpose ; and

(3) The nominee may become a member only if admitted by the committee.

The sum representing the share or interest of a deceased member in the capital of a society with unlimited liability shall for the purpose of sub-section (1) of Section 27 be the amount actually paid towards the value of the share or interest held by him.

VIII. Societies shall keep among others the following accounts and books and shall make them available to the Inspectors of the Department and other persons authorised by the Registrar for purposes of inspection,

Accounts and other books to be maintained by Societies.

(a) *Books to be maintained by a credit society*.—

(1) Minutes book, recording the proceedings of the committee and of the general body of members.

(2) Admission book, showing the name, signature and address of each member, the date of his admission, the shares taken by him, the amount paid by him towards such shares and the amount of share capital, if any, refunded to him, together with the dates of each such payment and refund.

(3) Cash book, showing daily receipts and expenditure and the balance at the end of each day.

(4) Receipt book duly page numbered containing forms in duplicate, one of each set to be issued for money received by the society and the other to serve as counterfoil.

(5) Loan ledger, showing the number and date of disbursement of each loan, issued to members, the amount of loan, the purpose for which it is granted and the date or dates of repayment, distinguishing principal and interest.

(6) Ledger of borrowings, showing deposits and other borrowings of all kinds.

(7) Liability register showing the indebtedness of each member to the society whether on account of loans taken directly by him or on account of loans for which he stands as surety.

(8) Monthly register of receipts and disbursements.

(9) Register of immovable property of defaulters bought in auction by the society.

(10) Register of closed loans.

(11) Register showing progress of applications for arbitration and for execution.

(12) Voucher file containing all vouchers for contingent expenditure incurred by the society numbered serially and filed chronologically.

(13) Register of dividend.

(14) In the case of a society with unlimited liability, property statement of members.

NOTE.—(1) This statement shall show the assets and liabilities of each individual member on the date of his admission as well as on the last day of each co-operative year. Full details of property including survey numbers of lands shall be given. The statements should be entered in a register in stitched volumes.

(2) Every member of a society based on unlimited liability shall submit to such society at the time of his admission as well as at the close of each co-operative year, a statement of his assets and liabilities duly verified to be correct and true.

(15) In the case of a society with limited liability to which Rule XIV is applicable, register of fluid resources.

NOTE.—This register shall show the immediate liabilities of the society and the extent of fluid resources available to meet them.

(16) In the case of a society with limited liability, the working capital of which exceeds Rs. 5,000 General Ledger; and

(17) Such other accounts and books as may be required or prescribed by the Registrar.

(b) *Books to be maintained by a financing bank.*

In addition to the books to be maintained by a credit society under clause (*a*) a financing Bank shall maintain the following books, namely;—

(1) Interest register, showing interest payable and paid by each borrower;

(2) Reserve fund register, showing reserve funds of societies invested in the financing bank;

(3) Suspense accounts; and

(4) "General information register" showing under appropriate heads particulars about the financial condition and working of societies borrowing from the bank.

(c) *Books to be maintained by a distributive or purchase Society*:—

Societies with credit branches shall maintain all the books prescribed for credit societies other than a financing bank and societies without credit branches shall maintain the following books;—

(1) Minutes book.
(2) Admission book.
(3) Cash book.
(4) Receipt book.
(5) Voucher file.
(6) Register of Dividend.
(7) Register of bonus on purchases made by members.

In addition, the following books shall be maintained by a distributive and productive society, with or without credit branches;—

(1) Goods ledger containing a classification of goods stocked and sold;
(2) Purchase book, showing the daily purchase of articles;
(3) Sales chit;
(4) Daily sales book;
(5) Register of purchases made by members.

(*d*) *Books to be maintained by a supervising union*.—

(1) Minutes book,
(2) Admission register of affiliated societies,
(3) Day book,
(4) Register of inspection of affiliated societies,
(5) Register of loan applications from societies,

(6) General information register with a demand, collection and balance statement of dues owing to a financing bank from every society which is under the supervision of the union.

(7) Supervision fund register.

(8) Register of assets and liabilities of members, with an abstract of changes therein, of every society with unlimited liability which is under the supervision of the union, and

(9) Register of delegates and delegation fees

(*e*) Every other society shall keep, besides a register of members, cash book and minutes book, such other accounts and books as may be approved or from time to time required by the Registrar.

(*f*) The records of the following list should ordinarily be retained after completion of the period indicated below :—

| Serial No. | Name of Registers. | No. of years to be retained. | | |
|---|---|---|---|---|
| | | Unlimited liability societies. | Limited liability societies. | Stores. |
| 1 | Admission book with the list of share holders | P | P | P |
| 2 | Day book | P | P | P |
| 3 | Ledger of fixed deposits and other borrowings | P | P | P |
| 4 | Recurring deposit ledger | P | P | P |
| 5 | Provident deposit ledger | P | P | P |
| 6 | Current deposit ledger | P | P | P |
| 7 | Reserve Fund ledger | P | P | P |
| 8 | Audit certificate | P | P | P |
| 9 | Property statement of members | P | ... | ... |
| 10 | Investment account in co-operative bank shares | P | P | P |
| 11 | Bye-laws with the certificate of registration | P | P | P |
| 12 | Bye-laws and amendments | P | P | P |
| 13 | Acts and Rules | P | P | P |
| 14 | Share withdrawal register | P | P | P |
| 15 | Minutes book | P | P | P |
| 16 | Register of immovable property of defaulters brought in auction | P | P | ... |
| 17 | Register on fluid resources | P | P | ... |
| 18 | General ledger | P | P | P |
| 19 | Interest register | ... | P | ... |
| 20 | General information register | ... | P | ... |
| 21 | Register of bonus on purchases | ... | ... | P |
| 22 | Register of inspection of affiliated societies | ... | P | ... |
| 23 | Register of loan applications from societies | ... | P | ... |
| 24 | Register of delegates & delegation fees | ... | P | ... |
| 25 | Register of assets and liabilities of affiliated societies (Unions) | ... | P | ... |
| 26 | Receipt book | 10 | 10 | 10 |
| 27 | Posting statement of receipts and disbursements | 10 | 10 | 10 |
| 28 | Letter file | 10 | 10 | 10 |

(P. Permanently.)

(*contd.*)

| Serial No. | Names of Registers. | No. of years to be retained. | | |
|---|---|---|---|---|
| | | Unlimited laibility societies. | Limited liability societies. | Stores. |
| 29 | Voucher file | 10 | 10 | 10 |
| 30 | Price register | ... | ... | 10 |
| 31 | Loan ledger | 5 | 5 | 5 |
| 32 | Liability register | 5 | 5 | 5 |
| 33 | Register of closed loans | 5 | 5 | 5 |
| 34 | Store-keeper's day book | ... | ... | 5 |
| 35 | Purchase book | ... | ... | 5 |
| 36 | Goods ledger | ... | ... | 5 |
| 37 | Share application register | 3 | 3 | 3 |
| 38 | Loan application register | 3 | 3 | 3 |
| 39 | Acquittance roll | 3 | 3 | 3 |
| 40 | Letter book register | 3 | ... | ... |
| 41 | Register of joint purchases | 3 | 3 | 3 |
| 42 | Register of joint sales | 3 | 3 | 3 |
| 43 | Register of application for arbitration and litigation | 3 | 3 | ... |
| 44 | Dividend distribution register | 3 | 3 | ... |
| 45 | General current register | ... | 3 | 3 |
| 46 | Disposal register | ... | 3 | 3 |
| 47 | Despatch register | ... | 3 | 3 |
| 48 | Incidental charges register | ... | ... | 3 |
| 49 | Register of issues to the salesman | ... | ... | 3 |
| 50 | Stock book of forms and furniture | ... | 3 | 3 |
| 51 | Register of establishment charges | ... | ... | 3 |
| 52 | Supplier's personal register | ... | ... | 3 |
| 53 | Trade advance register | ... | ... | 3 |
| 54 | Sales chit | ... | ... | 2 |
| 55 | Daily sales book | ... | ... | 2 |
| 56 | Register of contingent charges | ... | ... | 2 |
| 57 | Register of purchases made by members | ... | ... | 2 |
| 58 | Register of condemned articles | ... | ... | 1 |
| 59 | Supervision fund register | 1 | 1 | 1 |
| 60 | Deficits by wastage and dryage | ... | ... | 1 |
| 61 | Suspense account | ... | 1 | ... |
| 62 | Bond register | ... | 1 | ... |
| 63 | Chitty ledger, chitty day book and chitty minutes book | 12 | 12 | ... |

Certifying copies of entries in books.

IX. For the purpose specified in Section 30 of the Act, a copy of an entry in the books of a society regularly kept in the course of business shall be certified:—

(*a*) by not less than three members of its committee of whom one shall be the president or the secretary and shall also bear the society's seal, or

(*b*) where an order has been passed under Section 51 of the Act appointing a liquidator of the society, by the liquidator.

The charges to be levied for the supply of such certified copies shall not exceed the amounts prescribed in that behalf by the Registrar from time to time.

Fees for inspection of documents.

X. Members of co-operative societies or the public may obtain certified copies of the following documents from the Registrar's office on payment of the following fees :—

| | | | | |
|---|---|---|---|---|
| Application for registration of a society (each) | ... | 0 | 3 | |
| Bye-laws of registered societies (per folio) | ... | 0 | 3 | 8 |
| Amendment of bye-laws of registered societies Do. | | 0 | 3 | 8 |
| Certificates of registration (each) | ... | 0 | 3 | 8 |
| Orders for cancellation of the registration of a society (per folio) | ... | 0 | 3 | 8 |
| Audit certificate of a registered society Do. | ... | 0 | 3 | 8 |
| Annual balance sheet Do. | ... | 0 | 3 | 8 |
| Awards and other connected documents Do. | ... | 0 | 3 | 8 |

Levy of Audit fees.

XI. (1) Every registered society the working capital of which amounts to Rs. 20,000 or more, on the last day of every co-operative year shall pay to Government a charge for the audit of its accounts for each year in accordance with the scale fixed by the Registrar with the previous approval of Government in respect of the class of society to which it belongs :

Provided that this sub-rule shall not apply to ,—

(*a*) any agricultural credit society with unlimited liability ; or

(*b*) any supervising union or the Travancore Co-operative Institute Ltd., or

(*c*) any society which has its accounts audited at its own expenses :—

(i) under an arrangement approved by the Registrar or

(ii) by a person authorised by the Registrar to audit the accounts of the society under Section 22 of the Act, if such person is willing to furnish the statements prescribed by these rules, and in the forms required by the Registrar.

(*d*) Any non-credit society other than distributive societies with an anual turn-over exceeding Rs. 25,000.

(2) The charge payable by a society under Sub-rule (i) shall be for the co-operative year and shall be paid into the nearest Government treasury within four months of the close of such year.

(3) All charges leviable under this rule shall be recoverable in the manner specified in Section 66 of the Act.

(4) The Registrar may, at his discretion, remit the whole or any part of the charge payable under sub-rule (1) by a particular society or by a particular class of societies, of any year or other specified period.

XII. All fees and fines levied under the Act shall be credited to Government.

Fees to be credited to Government.

XIII. (1) Loans not exceeding Rs. 2,000 in any case may be made to any co-operative society from funds set apart for the purpose by Government.

Loans from State Funds.

(2) The amount advanced to any society shall not exceed five times the paid up share capital of the society at the time of the issue of the loan and twice the paid up share capital two years thereafter:

Provided that in the case of societies for backward communities the amount advanced to the society shall not exceed ten times the paid up share capital or Rs. 1000 whichever is more at the time of the issue of the loan.

(3) All advances to a society may be free of interest for the first two years and will afterwards, subject to sub-rule (4 below, bear interest at six and a half per cent per annum.

(4) The advance shall be repayable in not more than three annual instalments commencing after the lapse of two years after the grant of the advance. But the Registrar may, at his discretion, prescribe a shorter period for repayment according to the circumstances of each case.

(5) A society requiring an advance shall submit to the Registrar an application in the form contained in Schedule B annexed to these rules.

(6) The Registrar, after satisfying himself as to the correctness of the statement made in the application may sanction with the previous approval of Government the payment of advance from any Treasury or sub-treasury and may prescribe the number of instalments of repayments and the dates on which each instalment is to be repaid.

(7) If the Registrar sanctions an advance his sanction shall be conveyed in an order in the form contained in Schedule C annexed to these rules.

(8) The Registrar shall send the original order to the society and a duplicate to the Accountant General for information.

(9) Payment of any advance so sanctioned shall be made to the persons authorised to receive the advance on behalf of the society on

their producing the Registrar's order at the Treasury named therein and executing an agreement in duplicate in the form contained in Schedule D annexed to these rules.

(10) When payment of an advance has been made the original agreement shall be sent to the Divisional Treasury for safe custody and the copy forwarded to the Registrar.

(11) The Registrar may, if sufficient cause is shown and if all interest due has been paid, suspend the repayment of any instalment.

(12) Whenever the Registrar makes an order of suspension he shall forthwith send a copy thereof to the Accountant General.

(13) When the order of suspension is made in respect of any instalments, the repayment of that instalment and of all subsequent instalments shall be postponed for one instalment period.

(14) If any instalment due from any society is not fully repaid on the due date interest at 8 per cent. per annum to the date of repayment shall be recoverable on the amount overdue unless the Registrar by special order exempts the society from this liability. Such orders are to be formally reported for the approval of the Government

(15) The Treasury Officer concerned to whom instalments are repayable shall give prompt notice to the Registrar of default in repayment of any instalment.

(16) If, at the end of two years after the loan is issued the society has not raised a paid up share capital of half the amount of the loan, so much of the loan as exceeds twice the paid-up share capital of the society shall be repaid to the Government immediately thereafter irrespective of other conditions.

Maintenance of fluid resources by limited liability societies.

XIV. (1) Every society with limited liability shall maintain fluid resources in such form and according to such standards as may be fixed by the Government from time to time by general or special order in respect of;

(i) deposits and loans received from individuals as well as from bodies not being societies; and

(ii) cash credits granted to societies to serve as cover for desposits in such societies.

(2) The Government may by general or special order empower the Registrar to relax the form of standards so fixed for a specified period, in the case of any society or class of societies.

Disqualification for membership of committee.

XV. (1) No person shall be eligible for appointment as a member of the committee of any society, if he

(a) is an applicant to be adjudicated a bankrupt or an insolvent or an uncertificated bankrupt or an undischarged insolvent, or (*b*) has been sentenced for any offence other than an offence of a political character or an offence not involving moral delinquency such sentence not having been reverted or the offence pardoned, or

(*c*) is of unsound mind, a deaf, mute or blind person or a leper, or

(*d*) is a paid employee of the society or of any other society,

(*e*) is in the same line of business conducted by the society,

(*f*) is concerned with the profits of any contract entered with the society, or

(*g*) is, except with the sanction of the Registrar, already the member of the committee of any other society of the same type, or

(*h*) is sued in arbitration.

*Note.*—A financing bank and a supervising union shall be considered as belonging to the same type for the purpose of sub-rule (*g*).

(2) A member of the committee of any society shall cease to hold his office as such if he

(*a*) applies to be adjudicated or is adjudicated a bankrupt or an insolvent, or

(*b*) is sentenced for any such offence as is described in clause (*b*) of sub-rule (1), or

(*c*) becomes of unsound mind, a deaf, mute, blind or a leper, or

(*d*) becomes a paid employee of the society or any other society or

(*e*) enters on the same line of business conducted by the society, or

(*f*) becomes concerned with profits of any contract entered with the society, or

(*g*) becomes the member of the committee of any other society of the same type, except with the sanction in writing of the Registrar or

(*h*) is sued in arbitration.

*Note.*—A financing bank and a supervising union shall be considered as belonging to the same type for the purpose of sub-rule (g).

Provided that, where a person ceases to be a member of the committee under clause (b) he shall be restored to office for such portion of the period for which he was elected as may remain unexpired on the date of such restoration if and when the sentence, is annulled on appeal or revision and any person elected to fill the vacancy in the interim period shall on such restoration vacate office.

Term of office of member of committee who is a delegate of another society.

XVI. A delegate of one society sitting on the committee of another society shall cease to be a member of such committee.

(*a*) if the society which elected him as a delegate withdraws him or elects another delegate in his stead, or

(b) in case he was elected as a delegate by a society, on the supersession of the committee of such society under Section 47 of the Act, provided that the person or persons appointed under the said section shall have power to nominate himself or one among them or any member of the society, to the committee of another society; or

(c) if the registration of the society of which he is the delegate is cancelled.

Special general meeting.

XVII. Notwithstanding anything contained in the bye-laws of a society as to the mode of summoning general meetings and the object, time and place of such meetings the Registrar or any person authorised by him may at any time summon a special general meeting of the society in such manner and at such time and place within the area of its operation as he may direct. He may also direct who should preside over such meetings and what matters shall be discussed by the meeting. Such meetings shall have all the powers of a meeting called according to the bye-laws of the society. If however such meetings do not have the quorum fixed for general meetings by the bye-laws of the society the meetings will not be invalid if the Registrar after convincing himself that it was not possible under the circumstances to get a quorum, that the business transacted in the meeting was for the better interests of the society and that there is reasonable likelihood of an ordinary general body approving them, orders that the meeting and its deliberations were in order. The expenses for summoning such meetings shall be borne by the society.

Registrar to keep a record of names addresses and bye-laws of societies.

XVIII. The Registrar shall keep (1) a register of the names and addresses of all societies, and (2) a register of the bye laws of each society, with all subsequent amendments thereto arranged in the order in which the amendments are registered.

Registrar may require statements and returns to be furnished.

XIX. (1) Every society shall prepare for each co-operative year in such form as may be prescribed by the Registrar.

(a) a statement showing the receipts and disbursements for the year.

(b) a profit and loss account

(c) a balance sheet and

(d) such other statements or returns as may be prescribed by the Registrar.

(2) Every society shall submit to the Registrar annually within such time as he may direct a copy of the statements specified in sub-rule (1) duly certified by the committee through such officers of the department as may be prescribed by the Registrar. After the Registrar has examined the statements and granted his audit certificate the society shall publish the audit certificate and such of the prescribed statements as he may direct in the manner prescribed by him.

(3) All distributive and productive societies shall submit every year to the Registrar, in addition to the copies of the statements specified in sub-rule (1) a statement of verification of the stock on hand at the close of the co-operative year in such form as may be prescribed by the Registrar and within such time as he may direct:

(4) Every society shall, in addition to the annual statements specified in sub-rules 1 and 3, also submit to the Registrar any statement or return of the nature similar to that described in sub-rule (1) in such form within such time and for such period as the Registrar may prescribe.

(5) In case of failure by any society to submit any statement or return specified in sub rule (1) or sub-rule (3) or in sub-rule (4) within the time directed by him the Registrar may depute any officer to prepare the necessary statement or return at the expense of the society. Such expense shall be recoverable in the manner specified in Section 66 of the Act.

(6) Every society with limited liability shall prepare a list of its members as on the last day of each co-operative year, and furnish a copy of the same to the Registrar within one month from the close of such year or within such further time as the Registrar may, by general or special order, allow. The list shall also be kept open at the office of the society during office hours, for inspection by any member of the society.

Registrar's power to remove a Member from the committee.

XX. It shall be open to the Registrar to order the removal of any member from the managing committee of a co-operative society if he is satisfied that such member has acted in any manner contrary to the best interests of the society. The Registrar may also nominate, if he thinks it necessary two members to serve on the managing committee of any society in addition to the number of committee members prescribed by its bye-laws.

Registrar's power to rescind resolutions

XXI. Notwithstanding anything contained in the bye-laws of a registered society, it shall be competent for the Registrar to rescind any resolution of any meeting of any society if it appears to him that such resolution is ultravires of the objects of the society or calculated to disturb the peaceful and orderly working of the society or is contrary in his opinion to the better interests of the society.

Registrar's power to withdraw privileges.

XXII. If it appears to the Registrar that a society is systematically disregarding his directions he may with the previous sanction of Government withdraw all or any of the privileges conferred on the society by the Act.

Supervisors etc., to obtain certificate of competence from Registrar.

XXIII. All Supervisors of supervising unions and Inspectors or Supervisors of financing banks shall possess a certificate of competence from the Registrar. In cases of proved inefficiency or incompetence such certificates may be cancelled by the Registrar.

Society not to act without previous sanction of the Registrar.

**XXIV.** No society shall do any act which is not expressly provided for by the bye-laws of such society without the previous express sanction of the Registrar for the same.

Supersession.

**XXV.** If, in the opinion of the Registrar, the committee of a society is not functioning properly he shall inform such committee the defects and irregularities in their working, intimate that he proposes to supersede them and ask the general body of such society to elect a new committee and call for their objections, if any to the proposed supersession.

The Registrar may prescribe the period within which such objections may be filed;

If the objections are not filed within the prescribed period, the Registrar may proceed to supersede the committee.

If the objections are received in time the Registrar shall consider them with reference to the working of the society and record a finding as to whether he proposes or not to supersede the committee.

On the Registrar's decision to supersede the committee, he shall ask the secretary of the society to convene a general body meeting of the society to elect a new committee within six weeks from the date of the finding.

If the society does not elect a new committee as desired within the time prescribed or if the committee appointed is after trial for six months found in the opinion of the registrar wanting and if the Registrar is of opinion that in the circumstances of the case it is undesirable to order the cancellation of the registration of the society he may by order in writing dissolve the committee and appoint a suitable committee consisting of as many members of that society as he may deem necessary to manage the affairs of the society for a specific period not exceeding one year.

Proportion of individual members to society members on the committees of financing banks to be determined by Registrar.

**XXVI.** The proportion of individual members to society members on the committee of a financing bank and the maximum strength of the committee shall be determined by the Registrar.

Committee members of financing banks to take such number of shares and to make such deposits as determined by the Registrar.

**XXVII.** An individual member shall not be eligible for appointment as a member of the committee of a financing bank unless he holds such number of shares, or has invested in fixed deposits in such bank such amount, as may be fixed by the Registrar from time to time.

Distribution of profits.

XXVIII. In calculating the profits of a society for the year for the purposes of declaring a dividend or bonus, all interest outstandings whether overdue or not on loans issued by the society and penal interest, which are not actually collected shall be deducted from the gross profits of the year before the net profits are arrived at. All accrued and overdue interest that has been so deducted from the profits of the year and is actually recovered during the subsequent year may be added to the profits of the subsequent year.

Bad debts.

XXIX. Bad debts may be written off against the reserve fund of any society, and in the case of limited liability societies, if the bad debts exceed the reserve fund the balance remaining may be written off against the share capital of the society;

Provided that:—(i) No bad debts shall be written off without the sanction of a general meeting;

(ii) Before any such debts are so written off the society if it is affiliated and indebted to a taluk bank, banking union or the Central Co-operative Bank Ltd., shall obtain the approval of that bank in writing; which approval shall be given after consultation with the Assistant Registrar within whose jurisdiction the society is situated and shall be countersigned by him. If the society is not so affiliated, or if the society is so affiliated and not indebted to any bank, it shall first obtain the approval of the Assistant Registrar in writing;

(iii) If the society itself is a taluk bank or banking union, the approval of The Central Co-operative Bank Ltd., given in consultation with and countersigned by the Registrar, shall first be obtained;

(iv) In the case of The Central Co-operative Bank Ltd, the approval of the Registrar shall be obtained.

Distribution of bonus.

XXX. No registered society shall distribute any bonus on shares beyond the dividend declared under Section 38 of the Act.

Distribution of balance of profits.

XXXI. Any distribution of the remaining balance of profits under Section 40 of this Act and after the distribution of dividend under Section 38 of the Act shall be in accordance with the bye-laws of the society regarding such distribution.

Restriction on distribution of funds by way of bonus, dividend or otherwise

XXXII. Without the sanction of the Registrar, no part of the funds of a registered society shall be divided by way of bonus or dividend or otherwise, amongst its members in any year unless the entire expenditure incurred by such society has been debited in the annual profit and loss account before the net profit has been calculated;

Provided that any loss or portion of loss on account of bad debts written off during the year may not be so debited if it is to be deducted from any Bad Debt Reserve or with the sanction of the Registrar from the reserve fund.

Restrictions on borrowings by Societies

XXXIII. A society may receive deposits and loans from persons or institutions who are not members provided that the amount borrowed from such persons and institutions together with the amount borrowed from members does not exceed the borrowing limit fixed from time to time by the Registrar for the society or for the class of societies to which it belongs.

Restrictions on membership of more than one society.

XXXIV. No person being a member of a credit society except a financing bank shall be a member of any other credit society without the general or special sanction of the Registrar; and where a person has become a member of two such credit societies either or both of the societies shall be bound to remove him from membership upon a written requisition from the Registrar to that effect.

Restriction on holding office consecutively.

XXXV. Notwithstanding anything contained in the bye-laws of a society, no person shall be elected or appointed as an officer or member of the committee of a society if he has acted as such officer or member for a continuous period of three years in the case of a financing or supervising institution or one year in the case of a primary society, immediately preceding such election or appointment except on the sanction in writing of the Registrar.

Investments of funds on mortgage of immovable property.

XXXVI. A society shall not invest its funds on a mortgage of immovable property under Section 37 (*d*) of the Act except with the previous sanction of the Registrar.

Disposal of reserve fund after dissolution of Society.

XXXVII. (1) On the dissolution of a society the reserve fund and other funds contributed by it under the provisions of its bye-laws shall be applied:

(i) to discharging such liabilities of the society as may remain undischarged after the enforcement in full of the liability of the individual members of the society:

(ii) to the repayment of the share capital paid up; and

(iii) to the payment of dividend upon such share capital at a rate not exceeding 7 1/2 per cent. per annum in the case of societies with limited liability and 6 1/4 per cent. per annum in the case of societies with unlimited liability for any period or periods for which no dividend has been paid.

(2) Such portion of these funds as shall remain after the payment, mentioned in sub-rule (1) shall be applied to such local object of public utility as may be selected by the general body and approved of by the Registrar. If within 30 days after the issue of notice by the liquidator after the final closing of the society the general body fails to make any selection that is approved by the Registrar, the latter may use the above mentioned portion of the funds in supporting other co-operative

societies in the neighbourhood or shall place the same on interest or otherwise with some co-operative bank until a new co-operative soceity in the area is registered, in which event the funds shall be credited to the reserve fund of such society.

XXXVIII. (1) The reference to the Registrar of any dispute under Section 56 of the Act shall be in writing.

Arbitration.

(2) Where on receipt of such a reference the Registrar wishes to refer it for disposal by arbitration, the reference shall be made either to a single arbitrator appointed by the Registrar or to a body of arbitrators of whom one shall be nominated by the Registrar and one by each of the parties to the dispute. The arbitrator appointed by the Registrar shall act as the chairman of the body of arbitrators and shall fix the time and place for the hearing of the dispute and carry on the necessary correspondence in connection with the reference.

(3) The Registrar, the arbitrator or body of arbitrators or other persons deciding the dispute shall have power to administer oaths, to require the attendance of all parties concerned and of witnosses and to require the production of all books and documents relating to the matter of the dispute.

(4) The Registrar, the arbitrator or the chairman of tho body of arbitrators or other person deciding the dispute shall record a brief note in English, or in the Vernacular, of the evidence of the parties and witnesses who attend, and upon the evidence so recorded, and after consideration of any documentary evidence produced by the parties, a decision or award as the case may be shall be declared in accordance with justice, equity and good conscience by such Registrar, arbitrator or body of arbitrators or other person.

(5) The decision or award given shall be reduced to writing and forwarded to the Registrar in duplicate. The Registrar shall affix his seal and issue the award to the party for execution. In the absence of any party duly summoned to a tend, the dispute may be decided exparte. Where several arbitrator are appointed, the opinon of the majority shall prevail.

(6) (*a*) Ths Registrar shall have power to require the person referring a dispute under sub-section (2) of Section 56 of the Act or a revision petition under sub-section (4) of that section to deposit in advance the fee prescribed by the Registrar for deciding the dispute or revision petition, as the case may be.

(*b*) The Registrar, arbitrator or body of arbitrators or other person deciding the dispute under sub-section (2) of Section 56 aforesaid, and the Registrar deciding a revision petition under sub-section (4) of that section shall have power to order the expenses incurred in determining such dispute or revision petition to be paid either out of the funds of the society or by such party or parties to the dispute or the revision petition as he or they may think fit.

(*c*) The Registrar may in his discretion remit the whole or any part of the fee collected under clause (*a*).

(7) In proceedings before the Registrar, the arbitrator or body of arbitrators or other person deciding the dispute, legal practitioners shall not be entitled to appear to represent parties.

(8) Application for revision if any shall be made to the Registrar within 30 days of the date of declaration of awards. Copies of the award and other relevant documents can be had from the Registrar on payment of fees prescribed in Rule X.

(9) No award shall be granted for interest and penalty which when added together will exceed 50 per cent. of the principal amount.

XXXIX. (1) Every summons issued under the Act shall be in writing and shall be authenticated by the signature and the seal, if any of the officer, by whom it is issued.

Model of service of summons.

It shall require the person summoned to appear before the said officer at a stated time and place, and shall specify whether his attendance is required for the purpose of giving evidence or to produce a document, or for both purposes; and any particular document, the production of which is required, shall be described in the summons with reasonable accuracy.

(2) Any person may be summoned to produce a document without being summoned to give evidence and any person summoned merely to produce a document shall be deemed to have complied with the summons if he causes such document to be produced, instead of attending personally to produce the same.

(3) The service of summons under the Act on any person may be effected in any of the following ways.—

(a) by giving or tendering it to such person, or

(b) if such person is not found, by leaving it at his last known place of abode or business or by giving or tendering it to some adult member of his family, or

(c) If the address of such person is known to the Registrar or other authorised person, by sending it to him, or

(d) if none of the means aforesaid is available by affixing it in some conspicuous part of his last known place of abode or business.

(4) Person served to sign acknowledgment

Where the serving officer delivers or tenders a copy of summons to the *person* personally or to an agent or other person on his behalf, he shall require the signature of the person to whom the copy is so delivered or tendered in acknowledgment of service endorsed on the original summons.

(5) Endorsement of time and manner of service:

The serving officer shall in all cases in which the summons has been served under sub-rule (4), endorse or annex or cause to be endorsed or annexed on or to the original summons a return stating the time when and the manner in which the summons was served and the name and address of the person (if any) identifying the person served and witnessing the delivery or tender of the summons.

(6) Service on civil public officer or on servant of railway company or local authority :

Where the defendant is a public officer or is the servant of a railway company or local authority, the officer issuing the summons may if it appears that the summons may be most conveniently so served send it by registered anchal prepaid for acknowledgment for service on the defendant, to the head of the office in which he is employed together with a copy to be retained by the defendant.

(7) The following shall be the scale of batta to be paid to witnesses summoned under Section 58 of the Act and the same shall be paid by the party at whose instance the witness is summoned.

Witnesses will be divided into three classes :—

| | |
|---|---|
| Third Class : | Persons whose monthly income is below Rs. 100. |
| Second Class ; | Persons whose monthly income is Rs. 100 and above. |
| First Class: | Persons whose monthly income is Rs. 250 and above. |

SCALE OF BATTA.

*Travelling allowance for journey to and from place of hearing where the latter is in a different station from that of the witness.*

| Class of witness | By Rail | By road. | | Subsistance allowance including expenses per day. |
|---|---|---|---|---|
| | | Where there is a public conveyance such as a motor bus plying for hire | Where there is no public conveyance plying for hire | |
| III Class | Single lowest class | Single lowest class fare | Three chuckrams eight cash per mile | Ten chuckrams eight cash. |
| II Class | Single II Class fare | Single II Class or lowest class fare where there are only two classes | Seven chuckrams per mile | Twenty one chuckrams. |
| I Class | Do. | The authority summoning the witness may decide and allow single 1st class fare where he is satisfied that the witness habitually travels by the highest class available in public conveyances. In other cases, single 2nd class fare only | Ten chuckrams eight cash per mile | One rupee fourteen chuckrams. |

*Note:*—(i) When the witness resides in the same station as the place of hearing, it will be discretionary with the authority summoning the witness to allow reasonable hire for conveyance (if one is used) in accordance with the status of the witness instead of the subsistence allowances.

(ii) On every dispute referred to the arbitrator or body of arbitrators, a fee not exceeding seven chuckrams per dispute shall be paid by the petitioner to the arbitrator or body of arbitrators as incidental expenses.

Expenses under (i) and (ii) above shall be treated as costs of the dispute and the authority deciding the dispute shall have full power to determine by whom or out of what property and to what extent such costs and all other costs incidental to the dispute are to be paid and to give all necessary directions for the purposes aforesaid. Where the authority deciding the dispute directs that any costs shall not follow the event, the authority shall state its reasons in writing.

Interest on costs at any rate not exceeding 6 per cent. per annum may be awarded and such interest shall be added to the costs and shall be recoverable as such.

Execution of awards by revenue officers

XL. When recovery of arbitration awards is made by revenue office, the Registrar shall have power to order the expense of such recovery to be paid out of the funds of the society or by such party or parties in disputes as he may think fit according to a scale laid down by the Registrar.

Recovery of execution charges.

XLI. When the decision or award passed under Rule XXXVIII is executed through the revenue authority all process fees and commission not exceeding 2 1/2 per cent. on the amounts realised, whenever a special agency is employed the revenue authorities for the realisation of claim, shall be recovered from party or parties against whom the decision or award has been passed, as costs of execution and credited to Government.

Appeals and revisions.

XLII. (1) A petition of appeal or revision presented under the provisions of the Act shall be preferred in the form of a memorandum signed by the party and presented to the authority concerned, accompanied by a copy of the decision or award against which the appeal or revision preferred and shall be duly stamped.

(2) The memorandum shall set forth concisely and under distinct heads the grounds of objection to the dicision without any argument or narrative and such grounds shall be numbered consecutively.

(3) When an appeal or revision is filed as aforesaid, the authority concerned may stay the further proceedings relating to such decision pending disposal of such appeal or revision.

Procedure in execution of decree or award or contribution order.

**XLIII.** (1) Any decree holder requiring the provisions of Section 31 of the Act to be applied shall apply to the Assistant Registrar who has jurisdiction over the area in which the cause of auction arose and shall deposit costs on a scale prescribed by the Registrar. If the property to be proceeded against is situated, or held outside the jurisdiction of the Assistant Registrar to whom the application is made such Assistant Registrar shall transfer the application to the Assistant Registrar within whose jurisdiction such property is situated or held.

(2) The application shall be made in the form prescribed by the Registrar and shall be signed by the decree holder. The decree holder may indicate whether he wishes to proceed in the first instance against the immovable property mortgaged to the decree holder or other immovable property or to secure the attachment of movable property. On receipt of the application the Assistant Registrar shall verify the correctness and genuineness of the particulars set forth in the application with the records, if any, in his office and forward it to the Sale Officer concerned under him. Such Sale Officer shall prepare and sign a demand notice in writing in duplicate in the form prescribed by the Registrar setting forth the name of the defaulter, the amount due including the expense if any and the batta to be paid to the person who shall serve the demand notice and the time allowed for payment, and effect service in the manner hereinafter prescribed. If the defaulter resides outside the jurisdiction of the Assistant Registrar to whom the application is made, the demand notice prepared by the Sale Officer shall, on his written request be forwarded by such Assistant Registrar, to the Assistant Registrar within whose jurisdiction such defaulter resides, who shall cause it to be served in the prescribed manner through the Sale Officer concerned under him, and returned to the Assistant Registrar from whom it was received. If the defaulter resides and the property is situated or held outside the jurisdiction of the Assistant Registrar to whom the application is made, the application shall be forwarded by such Assistant Registrar to the Assistant Registrar within whose jurisdiction such defaulter resides and such property is situated or held.

(3) Unless the decree holder has expressed a desire that proceedings should be taken in a particular order as laid down in sub-rule (2) execution shall ordinarily be taken in the following manner:—

(i) Movable property of the defaulter shall be first proceeded against, but this shall not preclude the immovable property being proceeded against simultaneously in case of necessity.

(ii) If there is no movable property or if the sale proceeds of the movable property or properties attached and sold are in-sufficient to meet in full the demand of the decree holder, the immovable property mortgaged to the decree holder or other immovable property belonging to the defaulter may be proceeded against.

(4) In the seizure and sale of movable property, the following rules shall be observed:—

(*a*) The Sale Officer shall effect service of the demand notice on the defaulter in the manner specified in Rule XXXIX for the service of summons.

(*b*) If the amount specified in the demand notice together with the expenses be not paid within 7 days from the date of service of the demand notice the Sale Officer shall, after giving previous notice to the decree holder, proceed to the village where the defaulter resides or the property to be distrained is situated and if the amount due together with the expenses be not at once paid, the Sale Officer shall make the distress and shall immediately deliver to the defaulter a list or inventory of the property distrained and an intimation of the place and day and hour at which the distrained property will be brought to sale if the amounts due are not previously discharged. After the distress is made, the Sale Officer may arrange for the custody of property attached with the decree holder or otherwise. If the Sale Officer requires the decree holder to undertake the custody of the property he shall be bound to do so and any loss incurred owing to his negligence shall be made good by the decree holder. The Sale Officer may at the instance of the defaulter or of any person claiming an interest in such property leave it in the village or place where it was attached in charge of such defaulter or person, if he enters into a bond in the form prescribed by the Registrar with one or more sufficient sureties for the production of the property when called for.

(*c*) The distress shall as far as possible be conducted in the presence of two Tadasthers who shall be required to attest the list or inventory of the property distressed.

(*d*) If a defaulter is absent at the time of distress a copy of the list or inventory of the property distressed, and an intimation of the place and day and hour at which the distressed property will be brought to sale if the amounts due are not previously discharged shall be left with some adult male member of his family living with him or fixed at his usual place of residence or on the premises where the property may have been distressed, immediately after the distress.

(*e*) The distress shall be made after sunrise and before sunset and not at any other time.

(*f*) The distress levied shall not be excessive, that is to say, the property distrained shall be as nearly as possible proportionate to the sum due by the defaulter together with interest and all expenses incidental to the distraint, detention and sale and it shall not include:

(a) The ordinary wearing apparel of the defaulter and his family; and

(b) His implements of husbandry and ploughing cattle.

(*g*) If crops or ungathered produce of the land belonging to a defaulter are attached the Sale Officer may cause them to be sold when fit for reaping or gathering, or at his option may cause them to be reaped or gathered in due season and stored in proper places until sold.

In the latter case, the expenses of reaping or gathering and storing such crops or products shall be defrayed by the owner upon his redeeming the property or from the proceeds of the sale in the event of its being sold.

(*h*) The Sale Officer shall not work the bullocks or cattle, or make use of the goods or effects distrained, and he shall provide the necessary food for the cattle or livestock, the expense attending which shall be defrayed by the owner upon his redeeming the property, or from the proceeds of the sale in the event of its being sold.

(*i*) It shall be lawfull for the Sale Officer to enter or if necessary to force open and enter any dwelling house, stall, stable, cowhouse, granery, godowns, outhouses, or other building, and he may also break open the door of any room in such dwelling house for the purpose of attaching property belonging to a defaulter and lodged therein

Provided that it shall not be lawful for the Sale Officer to enter any dwelling house or to attach any property or to put his seal to any door or place or break open any apartments, in any dwelling house, appropriated to women which, by the usage of the country, are considered private except as hereinafter provided.

(*j*) Where the Sale Officer may have reason to suppose that the property of a defaulter is lodged within a dwelling house the outer door of which may be shut or within any apartments appropriated to women which, by the usage of the country are considered private, the sale officer may represent the fact to the officer in charge of the nearest Police Station.

On such representation, the officer in charge of the said station shall send a Police Officer to the spot in the presence of whom the Sale Officer may force open the out door of such dwelling house.

The Sale Officer may also, in the presence of the Police Officer, if any, after due notice given for the removal of women within an apartment and after furnishing means for their removal in a suitable manner (if they be women of rank who according to the customs of the country, cannot appear in public) enter the apartments for the purpose of distraining the defaulter's property, if any, deposited therein, but such property if found shall be immediately removed from such apartments after which they shall be left free to the former occupants.

(*k*) The Sale Officer shall cause proclamation of the time and place of the intended sale to be made by beat of drum in the village in which the defaulter resides and in such other place or places as the Assistant Registrar may consider necessary to give due publicity to the sale.

No sale shall take place until after the expiration of the period of 15 days from the date on which the sale notice has been served or affixed in the manner prescribed in Clause (a):

Provided that where the property seized is subject to speedy and natural decay, the Sale Officer may sell it at any time before the expiry of the said period of 15 days unless the amount due is sooner paid.

(*l*) At the appointed time, the property shall be put up in one or more lots, as the sale officer may consider advisable and shall be disposed of to the highest bidder; provided that it shall be open to the Sale officer to decline to accept the highest bid when the price offered appears to be unduly low or for other reasons;

Provided further that the Assistant Registrar or the Sale Officer may, in his discretion, adjourn the sale to a specified day and hour, recording his reasons for such adjournment. When a sale is so adjourned for a longer period than seven days, a fresh proclamation of the intended sale under clause (*k*) shall be made unless the defaulter consents to waive it.

When the property may sell for more than the amount due, the excess amount, after deducting the interest and the expense of process and other charges, shall be paid to the defaulter.

(*m*) The property shall be paid for in cash at the time of sale, and the purchaser shall not be permitted to carry away any part of the property until he has paid for it in full.

Where the purchaser may fail in the payment of purchase money the property shall be re-sold, and the defaulting purchaser shall be liable for any loss arising, as well as the expense incurred on the re-sale.

Where the property may on the second sale, sell for a higher price than at the first sale the difference or increase shall be the property of him on whose account the said first sale was made.

(*n*) Where a defaulter makes or has made fraudulent conveyance of the property to prevent the distress, any Civil Court of competent jurisdiction shall, on being satisfied that such fraudulent conveyance has been made, order that the property shall be delivered forthwith to the Sale Officer.

(*o*) Where prior to the day fixed for sale the defaulter or any person acting in his behalf, or any person claiming an interest in the property attached, pays the full amount due including interest, batta and other costs incurred in attaching and bringing to sale the property the Sale Officer shall cancel the order of attachment and release the property forthwith.

(5) Where the movable property to be attached is the salary or allowances or wages of a public officer or of a servant of a Railway Company or local authority or a firm or a company the Assistant Registrar within whose jurisdiction such person is employed may, on receiving a report from the Sale Officer, order that the amount or any portion of it shall be withheld from such salary or allowances or wages either in one payment or by monthly instalments as the said Assistant Registrar may direct and upon notice of the order the officer or other persons whose duty it is to disburse such salary or allowances or wages shall withhold and remit to the Sale Officer, the amount due under the order or the monthly instalment, as the case may be.

(6) Where the movable property to be attached is:—

(*a*) a debt due to the defaulter in question ;

(*b*) a share in the capital of a corporation or a deposit invested therein; or

(*c*) other movable property not in the possession of the defaulter except property deposited in, or in the custody of, any Civil Court, the attachment shall be made by a written order signed by the Assistant Registrar prohibiting:—

(i) in the case of the debt, the creditor from recovering the debt and the debtor from making payment thereof.

(ii) in the case of share or deposit the person in whose name the share or the deposit may be standing from transferring the share or deposit or receiving any dividend or interest thereon:

(iii) in the case of other moveable property except as aforesaid the person in possession of it from giving it over to the defaulter.

A copy of such order shall be sent in the case of the debt to the debtor, in the case of the share, or deposit to the proper officer of the corporation and in the case of any other movable property to the person in possession of such property. As soon as the debt referred to in clause (*a*) or the deposit referred to in clause (*b*) matures the Assistant Registrar may direct the person concerned to pay the amount to him. Where the share is withdrawable, the Assistant Registrar shall arrange for its sale through a broker. Where the share is withdrawable its value shall be paid to the said Assistant Registrar to the party concerned as soon as it becomes payable. In the case of the other movable property referred to in clause (*c*) the person concerned shall place it in the hands of the said Assistant Registrar, as soon as it becomes deliverable to the defaulter.

(7) In the attachment and sale of immovable property the following Rules shall be observed:—

(*a*) The application presented under sub-rule (2) shall contain a description of the immovable property to be proceeded against sufficient for its identification and in case such property can be identified by boundaries or numbers in a record of settlement or survey the specification of such boundaries or numbers and the specification of the defaulter's share or interest in such property to the best of the belief of the decree-holder and so far as he has been able to ascertain it.

(*b*) The demand notice issued by the Sale Officer under sub-rule (2) shall contain the name of the defaulter, the amount due, including the expenses, if any, and the batta to be paid to the person who shall serve the demand notice, the time allowed for payment and the particulars of the properties to be attached in case of non-payment. The Sale Officer shall effect service of the demand notice on the defaulter in the manner specified in Rule 39 for the service of summons.

(*c*) If the defaulter fails to pay the amount specified in the demand notice within the time allowed, the Sale Officer shall proceed to attach and sell the immovable property noted in the application for execution in the following manner.

(*d*) The attachment of immovable property shall be effected by affixing a notice in some conspicuous part of the land or building to be attached. The notice shall contain the name of the defaulter and the amount due and shall set forth that unless the arrear with interest and expenses to be paid within the date therein mentioned the property concerned will be brought to sale. The notice of attachment shall be affixed in some conspicuous part of the Taluk and the Pakuthy Cutcherry concerned and shall also be published by beat of tom-tom on the immovable property attached and in the village where the defaulter resides and in such other place or places as the Assistant Registrar may consider necessary to give due publicity to the sale. A copy each of the notice of attachment shall be sent to the decree-holder, the defaulter and the Assistant Registrar. Where the Sale Officer so directs, the attachment shall also be notified in the Government Gazette.

(*e*) Proclamation of sale shall be posted, 30 days at least before the date fixed for the sale, in the nearest Police Station, the Proverthikars and Taluk Cutcherries and in the office of the Assistant Registrar and the sale officer, and in some conspicuous part of the land or building as the case may be and be published also by beat of tom-tom in the village where the property is situate on the day previous to the date of sale. Notice shall also be given to the decree-holder and the defaulter. The proclamation shall state the time and place of sale and shall specify as fairly and accurately as possible.

(i) The property to be sold ;

(ii) Any encumbrance to which the property is liable ;

(iii) The amount for the recovery of which the sale is ordered, and

(iv) Every other matter which the Sale Officer considers material for a purchaser to know in order to judge the nature and value of the property.

(*f*) When any immovable property is sold under these rules, the sale shall be subject to the prior encumbrances on the property, if any. The decree-holder shall furnish to the Sale Officer within such time as may be fixed by him or by the Assistant Registrar, an encumbrance certificate from the Registration Department for a period of not less than twelve years prior to the date of attachment of the property sought to be sold. The time of production of the encumbrance certificate may be extended at the discretion of the Sale Officer or the Assistant Registrar, as the case may be. The sale shall be by public auction to the highest bidder, provided that it shall be open to the Sale Officer to decline to accept the highest bid where the price offered appears to be unduly low or for other reasons and provided also that the Assistant Registrar or the Sale Officer may, in his discretion, adjourn the sale to a specified day and hour, recording his reasons for such adjournment. Where a sale is so adjourned for a longer period than 7 days, a fresh proclamation under clause (*e*) shall be made, unless the judgment debtor consents to waive it. The interval between the actual date of sale and the service of the notice of attachment of the property shall be not less than 45 days. The time and place of sale shall be fixed by the Sale Officer and the place of sale shall be the village where the property to be sold is situate or such adjoining prominent place of public resort as may be fixed by the said Sale Officer.

(*g*) A sum of money equal to 15 per cent of the price of the immovable property shall be deposited by the purchaser in the hands of the Sale Officer at the time of the purchase, and in default of such deposit, the property shall forthwith be resold :

Provided that where the decree holder is the purchaser and is entitled to set off the purchase money under clause (*k*) the Sale Officer shall dispense with the requirements of this rule.

(*h*) The remainder of the purchase money shall be paid within 30 days from the date of sale.

Provided that in calculating the amount to be paid, the purchaser shall have the advantage of any set off to which he may be entitled under clause (*k*).

(*i*) In default of payment within the period mentioned in the last preceding clause, the deposit shall after defraying the expenses of the sale, if any be liable to be forfeited to the Government and the default-purchaser shall forfeit all claim to the property or to any part of the sum for which it may subsequently be sold,

(*j*) Every re-sale of immovable property, in default of payment of the purchase money within the period allowed for such payment, shall be made after the issue of a fresh Proclamation in the manner and for the period hereinbefore prescribed for the sale.

(*k*) Where a decree-holder purchases, the purchase money and the amount due on the decree, shall be set off against one another and the Sale Officer shall enter up satisfaction of the decree in whole or in part accordingly.

(8) Where prior to the day fixed for sale, the defaulter or any person acting on his behalf or any person claiming an interest in the property attached, tenders payment of the full amount due including interest, batta and other expenses incurred in attaching and bringing to sale the property, the Sale Officer shall cancel the order of attachment and release the property forthwith.

(9) (*i*) Where immovable property has been sold by the Sale Officer any person either owning such property or holding an interest therein by virtue of a title acquired before or after such sale may apply to have the sale set aside on his depositing with the Assistant Registrar ;

(*a*) For payment to the purchaser, a sum equal to 5 per cent of the purchase money, and

(*b*) for payment of the decree-holder, the amount of arrears specified in the Proclamation of sale as that for the recovery of which the sale was ordered together with interest thereon and the expenses of attachment and sale and other costs in respect of such amount less any amount which may since the date of such Proclamation have been received by the decree-holder.

(*ii*) If such deposit and application are made within 30 days from the date of sale, the Assistant Registrar shall pass an order setting aside the sale and shall repay to the purchaser the purchase money so far as it has been deposited, together with the 5 per cent deposited by the applicant;

Provided that if more persons than one have made deposit and application under this sub-rule, the application of the first depositor to the officer authorised to set aside the sale shall be accepted.

(*iii*) If a person applies under sub-rule (10) to set aside the sale of immovable property he shall not be entitled to make an application under this sub-rule.

10. (i) Any time within 30 days from the date of the sale of immovable property, the decree-holder or any person entitled to share in a rateable distribution of the assets or whose interests are affected by the sale may apply to the Assistant Registrar to set aside the sale on the ground of a material irregularity or mistake or fraud in publishing or conducting it:

Provided that no salé shall be set aside on the ground of irregularity or fraud unless the said Assistant Registrar is satisfied that the applicant has sustained substantial injury by reasons of such irregularity mistake or fraud.

(ii) If the application be allowed, the said Assistant Registrar shall set aside the sale and may direct a fresh one.

(iii) On the expiration of 30 days from the date of sale if no application to have the sale set aside is made under sub-rule (9) or under clause (i) of this sub-rule or if such application has been made and rejected the said Assistant Registrar shall make an order confirming the sale.

Provided that, if he shall have reason to think that the sale ought to be set aside, notwithstanding that no such application has been made or on grounds other than those alleged in any application which has been made and rejected, he may, after recording his reasons in writing, set aside the sale.

(iv) Whenever the sale of any immovable property is not confirmed or is set aside, the deposit or the purchase money, as the case may be, shall be returned to the purchaser.

(v) After the confirmation of any such sale the said Assistant Registrar shall grant a certificate of sale bearing his seal and signature to the purchaser.

Such certificate shall state the property sold and the name of the purchaser, and it shall be conclusive evidence of the fact of the purchase in all courts and tribunals, where it may be necessary to prove it and no proof of the seal or signature of the Assistant Registrar shall be necessary unless the authority before whom it is produced shall have reason to doubt its genuineness.

11. When immovable property is purchased at a sale held and confirmed under this rule the Assistant Registrar or the Sale Officer shall publish in the Government Gazette and by beat of tom tom of other customary mode, in the village in which the immovable property sold is situated, the name of the purchaser together with a declaration of the lawful succession of such purchaser to all the rights and property of the defaulter in the said immovable property.

12. Where notwithstanding, such publication, any lawful purchaser of immovable property is resisted and prevented by any person other than a person (not being the defaulter) claiming in good faith to be in possession of the property on his own account from obtaining possession of the immovable property purchased the Assistant Registrar on application and production of the certificate of sale provided for the sub-rule (10) shall cause the proper process to be issued for the purpose of putting such purchaser in possession in the same manner as if the immovable property purchased had been decreed to the purchaser by a decision of a Competent Civil Court. For purpose of this Rule the Assistant Registrar shall have all the powers of a Civil Court, under the Code of Civil Procedure.

13. It shall be lawful for the Sale Officer to sell the whole or any portion of the immovable property of a defaulter in discharge of money due provided always that so far as may be practicable, no larger section or portion of immovable property shall be sold than may be sufficient to discharge the amount due with interest, and expenses of attachment and sale.

14. Persons employed in serving notices or other process under these rules, shall be entitled to batta at such rates as may from time to time be fixed by the Registrar.

15. Where the costs and charges incurred in connection with the attachment and sale of movable or immovable property under this rule, exceed the amounts of the costs deposited by the decree holder under sub-rule (1), such excess shall be deducted from the sale proceeds of the property sold or the money paid by the defaulter, as the case may be, and the balance shall be made available to the decree-holder.

16. Every person making a payment towards any money due for the recovery of which application has been made under this rule, shall be entitled to a receipt for the amount signed by the Sale Officer or other officer empowered by the Registrar in that behalf and such receipt shall state the name of the person making the payment and the subject matter in respect of which the payment is made.

17. *(a)* Where any claim is preferred to, or any objection is made to the attachment of any property attached under this rule on the ground that such property is not liable to such attachment, the Sale Officer shall investigate the claim or objection and dispose of it on its merits :

Provided that no such investigation shall be made when the Sale Officer considers that the claim or objection is frivolous.

(*b*) Where the property to which the claim or objection relates has been advertised for sale, the Sale Officer may postpone the sale pending the investigation of the claim or objection.

(*c*) Where a claim or an objection is preferred the party against whom an order is made may institute a suit within six months from the date of the order to establish the right which he claims to the property in dispute, but, subject to the result of such suit, if any order the shall be conclusive.

18. The Registrar may, without prejudice to his powers under Section 65 of the Act in appropriate cases, exercise all or any of the powers conferred on the Assistant Registrar by sub-rules 1 to 17 of this rule.

Procedure for recovery of sums due to Government.

**XLIV.** On default of payment due under sub-rule 15 or 16 of Rule XIII, the Registrar shall prepare a statement of the amount together with interest due from the defaulter under the loan transactions and forward the same to the Division Peishkar within whose jurisdiction the registered office of the society is situated or holds property. The Registrar shall also send a list of the properties belonging to such society. The Division Peishkar shall take the necessary steps under the Revenue Recovery Act and realise all sums due together with all costs thereby incurred.

**XLV.** Any Officer of the society who appears as a legal practitioner.

Officer of society appearing as legal practitioner in certain cases to vacate office.

(i) against such society or against any other society which is a member of the former society, or

(ii) (otherwise than in any honorary capacity) on behalf of such society or on behalf of any other society which is a member of the former society, shall be deemed to have vacated his office as such.

**XLVI.** The shares of a society shall not be hypothecated to that society by the members as security for a loan.

Shares not to be hypothecated to society.

Societies not to be involved in controversial matters of a political or religious character.

**XLVII.** No society may take any action which involves the society in the discussion or propagation of controversial opinions of a political or religious character and the Registrar may prohibit any action or rescind any resolution which in his opinion is of such a tendency.

Procedure to be adopted by liquidator.

**XLVIII.** Where a liquidator has been appointed under sub-section (1) of Section 51 of the Act, the following procedure shall be adopted :—

(*a*) the appointment of the liquidator shall be published by the Registrar in the Government Gazette.

(*b*) The liquidator shall, as soon as the order of cancellation of the Registration of the society takes effect, publish by such means as he may think proper a notice requiring all claims against the society the registration of which is cancelled to be submitted to him within three months of publication of the notice. All liabilities recorded in the account books of a society shall be deemed *ipso facto* to have been duly submitted to him under this clause.

(*c*) The liquidator shall, after settling the assets and liabilities of the society as they stood on the date on which the cancellation of its registration takes effect, proceed next to determine the contribution to be made by each of its members, past members or by the estates or nominees, heirs or, legal representatives of deceased members or by any officers or former officers, to the assets of the society under clauses (*e*) and (*f*) sub-section (3) of section 51 of the Act. Should necessity arise, however, he may also frame a subsidiary order or orders regarding such contribution and such orders shall be enforceable in the same manner as the original orders themselves.

(*d*) The liquidator shall submit to the Registrar a quarterly report in such form as the Registrar may prescribe, showing the progress made in the liquidation of the society.

(*e*) The liquidator may empower any person by general or special order in writing to make collections and grant valid receipts on his behalf.

(*f*) All funds in the charge of the liquidator shall be deposited in the Government Savings Bank or in a financing bank or with such other bank or person as may be approved by the Registrar and shall stand in his official name.

(*g*) The Registrar shall fix the amount of remuneration if any, to be paid to the liquidator. The remuneration shall be included in the cost of liquidation which shall be payable out of the assets of the society in priority to all other claims.

(*h*) The liquidator shall have power to call for meetings of members of the cancelled society from time to time.

(*i*) At the conclusion of the liquidation, a general meeting of the members of the cancelled society shall be called at which liquidator or any person authorised by him by special or general order in writing in this behalf shall summarise the result of his proceedings and shall take a vote as to the disposal of any surplus funds.

(*j*) If any liability cannot be discharged by the liquidator owing to the whereabouts of the claimants not being known or for any other cause, the amount covered by such undischarged liability may be deposited in a financing bank and shall be available for meeting the claims of the person or persons concerned.

(*k*) A liquidator, may, at any time, be removed by the Registrar and he shall on such removal be bound to hand over all the property and documents relating to such societies to such person as the Registrar may direct.

(*l*) Disposal of records of a society which is finally wound up:—

All the books and records of a society whose registration has been cancelled and the final proceedings of liquidation passed may be destroyed by the Registrar after the expiry of three years from the completion of the liquidation.

Disabilities of defaulting members.

XLIX. No member who at the time is in default to the society in respect of any loan or loans taken by him, loan or loans for which he is surety for such period as is prescribed in its bye-laws or in any case for a period exceeding three months shall be appointed by the society to its committee or to the committee of another society, or to represent the society in another society and vote; and any member of a society who has been appointed to its committee or to the committee of another society and vote, shall cease to hold his appointments as such, if he is in default to the society of which he is a member, for the period prescribed in its bye-laws or in any case for a period of three months.

No member of a society who has been expelled under the provisions of its bye-laws shall be eligible for readmission as a member of that society or for admission as a member of any other society, for a period of two years from the date of such expulsion:

Provided that the Registrar may, in special circumstances, sanction the readmission or admission within the said period of any such member, as a member of the same society or of any other society, as the case may be.

Co operative Conferences and contributions to expenses thereof by societies.

L. No society shall contribute any money towards the expenses of any co-operative conference held under the auspices of a society which is not authorised by its bye-laws to undertake the holding of such conferences. The society holding the conference shall keep separate accounts of the income and expenditure of such conference and such accounts shall be subject to audit by the Registrar or by some person authorised by him under Section 22 of the Act.

Huzur Cutcherry, (By order) M. K. NILAKANTA AIYAR,
Trivandrum, 12th May 1939. Ag. *Chief Secretary to Government*.

D. Dis. No. 876 of 41/Devpt. NOTIFICATION.

Under sanction of His Highness the Maharaja of Travancore it is hereby notified that Rule No. XXXV of the Rules under the Travancore Co-operative Societies Act V of 1112 is amended as follows —

XXXV. Notwithstanding anything contained in the bye-laws of a society, no person shall be elected or appointed as an officer or member of the committee of a society if he has acted as such officer or member *at any time within* three years in the case of a financing or supervising institution or a *Central Institution* or one year in the case of a primary society immediately preceding such election or appointment except on the sanction previously obtained by the candidates concerned in writing from the Registrar.

Note. A Central Institution is a Co-operative Society having its area of operation throughout the State or in one or more taluks with power to affiliate other Co-operative Societies.

Huzur Cutcherry, (By order) M. K. Nilakanta Aiyar,
Trivandrum, 16th April 1941. *Chief Secretary to Government.*

## SCHEDULE A.

(See Rule III.)

### Form of application for registration as a Co-operative Society under the Travancore Co-operative Societies Act.

1. Name of proposed society.

2. The headquarters of the society and in the case of credit society, the area of its operations.

(Note the situation of village or town with references to district, taluk, nearest railway station or well known place and distance therefrom).

3. Address of society (including nearest Anchal Office).

4. State whether liability of members is to be limited or unlimited.

5. Application to register a society unde the above name is hereby made by the persons whose names are submitted hereunder with their signatures and particulars of age, profession, residence, etc.

6. With this application is sent a copy of the draft bye-laws accepted by the applicants and signed by them.

7. The applicants have elected the following persons to the Committee which is to conduct the affairs of the society for a period of three months from the date of registration of the society or for such further period as the Registrar may consider desirable.

1.
2.
3.
4.
5. etc.

NOTE :—If all the applicants are individuals at least ten of them who have attained majority should attest the application and the by-laws. Where an applicant is a registered society, the application and the bye-laws should be signed by a duly authorised person on behalf of such registered society and where all the members of the society are not registered societies by ten other members or by all of them when their number is less than ten.

### I.

### THE DRAFT BYE-LAWS.

### II.

| Serial No. | Name of applicant. | Father's Name. | Age. | Tribe, class or caste. | Profession. | Place of residence. | No. of share the applicant proposes to take. | Signature or thumb impression of applicant. |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

## SCHEDULE B.

### FORM OF APPLICATION FOR AN ADVANCE FROM THE GOVERNMENT.

We the undersigned, being duly empowered in this behalf by the committee of———————Co-operative Society Limited apply for an advance of Rs.————(In words)————————————————————from the Government to be paid at the——————Treasury.

2. The amount of capital raised as shares or as deposits received from members, is Rs.———(in words)——————

3. We request that the advance may be made repayable at the ————————Treasury in ——————————annual instalments, the date of payment in each year being ————

4. Particulars of the indebtedness of the society are as follows:—
(a) Due to members on account of deposits Rs.

(*b*) The amount borrowed from other sources, and the interest payable on each amount borrowed are as under:—

| Amount borrowed. | From whom. | Rate of interest. | Conditions as to repayments. |
|---|---|---|---|
| | | | |

5. We attach hereto a copy of the resolution of the committee/society authorising the taking of an advance from the Government and specifying the members of the committee who may in conjunction with the Secretary receive the amount and enter into an agreement with the Government for its repayment.

Dated————

Signature of Secretary ————
Signature of 3 members 1————
2————
3————

To

The Registrar of Co-operative Societies,
Travancore.

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If the bye-laws of the society do not empower the committee to borrow money on behalf of the society, these words should be deleted.

## SCHEDULE C.

### ORDER SANCTIONING AN ADVANCE BY THE GOVERNMENT.

Registrar's No. ———

I. Sanction is accorded to the payment of an advance of Rs.——— ———(in words)————from the——— ——— Treasury to the undermentioned society subject to the following conditions as to payment:—

Name of society.

Registered address.

No. of annual instalment of repayment.

Date on which each instalment is to be recovered.

2. The date on which the society was registered is ——— ———and the advance is free of interest for two years from the date of drawing the loan from the treasury.

3 The budget allotment for such advances in the year 111— is Rs.——————The aggregate amount of advances hitherto sanctioned during the year is Rs.——————

4. The persons recognised as authorised by the society to enter into an agreement for repayment of the advance are the Secretary and any three of the members of the committee named below:—

Name of the Secretary ——————————————
Names of members 1.——————————————
2.——————————————
3.——————————————
4.——————————————

(Sd.)
*Registrar of Co-operative Societies.*

## SCHEDULE D.

### AGREEMENT TO BE EXECUTED ON BEHALF OF A CO-OPERATIVE SOCIETY OBTAINING AN ADVANCE FROM THE GOVERNMENT.

We the undersigned, being duly empowered in this behalf by the committee of* the——————————co-operative society ———under the bye-laws of the society, acknowledge to have received from the Government the sum of Rs.——————as an advance to that society; and we undertake on behalf of the society to repay the said advance with the interest in the following instalments, each instalment being payable on the date shown opposite thereto —

| Principal. | Interest. | Total. | Date. |
|---|---|---|---|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |

2. We further agree to pay interest at 8 per cent. per annum on any instalment or portion of an instalment which is not paid on the due date, such interest to run from due date to date of payment.

3. We declare that since the application in Schedule B was submitted to the Registrar, the society's indebtedness either to members or

to non-members has not increased otherwise than by the accrual of interest on debts specified in the application.

Date————————

Signature 1. ________________
2. ________________
3. ________________
4. ________________

Witnesses' signature 1. ________________________________
2. ________________________________

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* If the bye-laws of the society do not empower the committee to borrow money on behalf of the society, these words should be deleted.

## APPENDIX III.

### *Rules for Conducting Elections to Committees of Management in Co-operative Societies.*

1. A voters list shall be prepared by the Managing Committee at least a month before the date fixed for the General meeting and published for inspection, in a conspicuous place in or near the office where the society carries on its business with a notice specifying the mode in which and the time within which any member whose name is not entered in the list and who claims to have it inserted therein or any member whose name is on the list and who objects to the inclusion of his own name or of the name of any other member on the list may prefer a claim or objection to the Managing Committee.

2. The list shall be kept in the vernacular in which the records and returns of the society are maintained.

3. The claims and objections may be preferred in person or sent by Anchal or Post.

4. Claims and objections received after the prescribed date shall not be accepted.

5. (1) An individual member shall not be eligible to vote at a General meeting if such a member is a defaulter of share or shares originally taken by him : or

(2) No society representative shall be eligible to vote if the society he represents :—

(*a*) is a defaulter of the affiliation or delegation fee ; or

(*b*) is a defaulter of share or shares originally taken ; or

(*c*) has not elected the representative in accordance with the bye-laws of the society · or

(*d*) elects a member who has the disqualifications referred to in rule 5 (1) in his individual capacity.

6. The Managing Committee shall dispose of all claims and objections at its meeting on a date fixed for the same and revise and if necessary, publish the Voters List, at least a fortnight before the date of the General Meeting. If any member is aggrieved at the decision made by the Committee, that member may send up a resolution to the General Body for its consideration and the General Body shall hear the complaint and the committee decide the dispute in question before it proceeds with the items in the agenda of the meeting.

NOMINATION OF CANDIDATES.

7. No individual member shall be eligible for nomination as a candidate for election if such a member:—

(a) is disabled to vote by disqualifications referred to in rule 5 (1), *supra* ; or

(b) is a defaulter of the loans he has taken direct ; or

(c) is a defaulter of the Chitty conducted by the society ; or

(d) has been declared insolvent by a competent court ; or

(e) is one against whom as award or decree has been secured by the society for a loan for which he stood surety and the award amount of which is still pending realisation : or

(f) is employed and living for the major portion of the month outside the area of operation of the society ; or

(g) is receiving remuneration from the society for any work done to it ; or

(h) is otherwise disqualified under any of the rules under the Act.

8. No delegate of a society shall be eligible for nomination as a candidate for election if such a delegate :—

(a) is one who is disabled to vote by disqualifications referred to in Para 5.

(b) is in arrears of loan or loans taken ;

9. The Managing Committee shall prepare and publish a notice stating :—

(a) The number of members to be elected ;

(b) The wards (if ward system is in the election is accepted) for which they are to be elected ·

(c) The date on which and the hour by which nominations shall be presented to or received by the committee :

(d) The date on which the nomination papers will be taken up for scrutiny ;

(e) The day on which and the place or places where the votes on the members will be taken, should there be a poll, and the hours during which the poll will be open, not being less than 10 hours between 7 A. M. and 6 P. M, and ;

(f) The day on which and the place or hour at which the committee will commence the counting of votes.

10. The General Body may, for sufficient reasons extend the period fixed for polling or postpone the time for commencing the counting of votes.

11. Where the managing committee or the board of management or both consists of representatives of affiliated societies and of individual members, the representatives of affiliated societies shall nominate and vote for their representatives and the individual members for individual representatives each group voting exclusively for the group.

12. The nomination paper prepared in the form annexed shall be printed or typed by the society and on application be supplied to any member at the office of the society.

NOMINATION PAPER.

(1) Name of the ward (if there is ward system for which the candidate is nominated).
(2) Name of candidate.
(3) Address.
(4) Number of the member.
(5) Number and name of the proposer.
(6) Signature of the proposer.
(7) Number and name of the seconder.
(8) Signature of the do.

I hereby declare that I agree to this nomination.
Date. Signature of the candidate.

13. On or before the date appointed for the nomination of candidates each candidate shall, either in person or by his proposer and seconder together between the hours of eleven o'clock in the forenoon and three o'clock in the afternoon deliver to the committee a nomination paper completed in the above form.

14. Any person whose name is registered on the voters list and who is not subject to any disability stated in Rule 5 may subscribe as proposer or seconder of a nomination paper.

15. Every nomination paper delivered under rule 13 shall be accompanied by a declaration in writing subscribed by the candidate that the candidate has appointed or does thereby appoint as his election agent for the election either himself or some one other person who is not disqualified under these Rules for the appointment and who shall be named in the declaration; and no candidate shall be deemed to be duly nominated unless such declaration is delivered along with the nomination paper.

16. Any nomination paper which is not received before three o'clock in the afternoon on the date appointed for the nomination of candidates shall be rejected.

17. The managing committee shall, on receiving a nomination paper, inform the person or persons delivering the same, the date, honr and place appointed for the scrutiny of nominations and shall enter in the nomination paper its serial number and shall sign thereon a certificate stating the date on which and the hour at which the nomination papers has been delivered to it; and shall as soon as may be thereafter make up a list of the nominations which appear to it, *prima facie* to be valid and cause to be affixed in some conspicuous place in the office with a notice that the nomination papers will be taken up by it or for scrutiny on the date fixed in Rule 9.

18. Any candidate may withdraw his candidature by notice in writing subscribed by him and delivered to the managing committee on or before three O'clock in the afternoon on the date succeeding that appointed by the committee for the scrutiny of nominations. A candidate who has withdrawn his candidature shall not be allowed to cancel the withdrawal or to be renominated as a candidate for the same election.

19. The managing committee shall, on receiving a notice of withdrawal, as soon as may be, cause a notice of the withdrawal to be affixed in some conspicuous place in the office.

20. On the date appointed for the scrutiny of nominations the candidates, their election agents, one proposer and one seconder of each candidate and one other person duly authorised in writing by each candidate and except for the purpose of assisting the committee, no other person may attend at such time and place as the committee may appoint and the committee shall give them all reasonable facilities for examining the nomination papers of all candidates which have been delivered within the time and in the manner prescribed in Rule 16.

21. The committee shall then examine the nomination papers and shall decide all objections which may be made at the time to any nomination and may, either on such objection or on its own motion refuse any nominations,

22. The committee shall endorse on each nomination paper its decision accepting or rejecting the same and if the nominati n paper is rejected shall record in writing a brief statement of its reasons for such rejection.

23. The scrutiny shall be completed on the day appointed in this behalf and no adjournment of the proceedings shall be allowed.

24. On a completion of the scrutiny of nomination and after the expiry of the period within which candidates may be withdrawn under Rule 18 of the managing committee shall forthwith prepare a list of persons who have not withdrawn their candidature and cause it to be affixed in some conspicuous place in the office of the society.

25. If the number of candidates who are duly nominated and who have not withdrawn their candidature exceeds one in any ward a poll of the members belonging to the ward shall be taken.

26. Where there is no ward system and where the number of members nominated does not exceed the number required as per the bye-law, all the members so nominated shall be declared to be duly elected at the general body meeting.

27. If the number of members so nominated exceeds the required number a poll shall be taken.

28. Votes shall be given by ballot and in person and no votes shall be received by proxy.

### VOTING.

29. The poll shall commence on the day appointed at 7 A. M. and be kept open till 6 P. M. It may be closed for an hour between these limits at the discretion of the managing committee.

30. The general body may, for sufficient cause, postpone the date or extend the period fixed for polling.

31. The managing committee shall select as many polling stations as it thinks necessary and shall appoint a presiding officer for each polling station and such other persons (hereinafter referred to as polling officers) to assist the presiding officer as he thinks necessary.

32. The presiding officer shall keep order at the polling station, shall see that the election is fairly conducted, shall regulate the number of voters to be admitted at one time, and shall exclude all other persons except :—

(*a*) the polling officers, the candidates, and one agent of each candidate (hereinafter referred to as the polling agent) appointed in writing by the candidate and authorised in this behalf by the managing committee ;

(*b*) the Police or other public servants on duty; and

(*c*) such other persons as the presiding officer may from time to time admit for the purpose of identifying voters.

33. Subject to the provisions of paragraph 46 *infra*, no voter shall be admitted to vote outside the polling area under which his name appears on the voter's list.

34. (1) The presiding officer shall close the polling station at the hour appointed for closing so as to prevent the admission thereto to any voter after that hour.

(2) No ballot paper shall be issued after that hour, but any voter who has received his ballot paper before that hour shall be allowed a reasonable opportunity to record his vote.

35. Each polling station shall be furnished with such number of compartments in which voters can record their votes screened from observation, as the managing committee thinks necessary. As far as possible, separate compartments and separate entrances and exists shall be provided for women voters.

36. The managing committee shall provide at each polling station materials sufficient for the purpose of enabling voters to mark the ballot papers, as many ballot boxes as may be necessary, and copies of the voter's list or of such part thereof as contains the names of the voters entitled to vote at such station.

37. Every ballot box shall be so constructed that the ballot papers can be introduced therein but cannot be withdrawn therefrom, without the box being unlocked. The presiding officer at any polling station, immediately before the commencement of the poll, shall show the ballot box empty to such persons as may be present in such station, so that they may see that it is empty, and shall then lock it up, and place his seal upon it in such manner as to prevent its being opened without breaking such seal, and shall place it in his view for the receipt of ballot papers and keep it so locked and sealed.

38. (1) Every ballot paper shall be in the annexed form I with a counterfoil attached to it which shall be in the annexed form II. The ballot paper shall have the names of the candidates as they appear in the nomination papers arranged in alphabetical order. If there are two candidates whose names are the same, they shall be distinguished by the addition of their occupation or in some other way. Ballot papers shall be printed in such language or languages as the general body may by order direct.

(2) The ballot papers printed in each language shall be serially numbered, the serial number being printed on the face of the counterfoil and on the back of the ballot paper.

39. Immediately before a ballot paper is delivered to a voter the number, name and description of the voter as stated in the voter's list shall be called out, and the number and name of the voter shall be noted on the counterfoil. The presiding officer shall then detach the ballot paper from the counterfoil, initial the ballot paper on its back and deliver it to the voter, and a mark shall be placed on a copy of the voter's list against the number of the voter, to denote that he has received a ballot paper, but without showing the particular ballot paper which he has received.

On the counterfoil shall be entered the name of the ward and the name or distinctive number of the polling station.

40. The voter on receiving the ballot paper, shall forthwith proceed into one of the compartments in the polling station, and there mark his paper, and fold it up so as to conceal his vote and after showing to the presiding officer his (*i. e.* the presiding officer's) initials thereon shall put his ballot paper so folded up into the ballot box. Every voter shall vote without undue delay and shall quit the polling station as soon as he has put his ballot paper into the ballot box.

41. (1) If the voter is unable to read the ballot paper or to mark it and so states to the presiding officer and applies for assistance for reading the ballot paper or marking it, the presiding officer shall read it for him and if so required mark the ballot paper according to the directions of the voter and give it to him to be put into the ballot box.

(2) If the case of every voter whose ballot paper is marked in this manner by the presiding officer, a note of the reason for so marking shall be made by such officer on the corresponding counterfoil of Form II.

(3) If the voter, is proved to have falsely stated to the presiding officer that he is unable to read or mark the ballot paper and thereupon to have recorded his vote, his vote shall be void.

42. (1) When a person presents himself to vote and at any time before a ballot paper is supplied to him, the presiding officer or polling officer may, of his own accord, and shall if so required by a candidate or polling agent, put to such person any or all of the following questions:—

(a) Are you the person enrolled as follows? (reading the whole entry from the list).

(b) Have you already voted at the present election?

And the person shall not be supplied with a ballot paper unless he answers the question (a) in the affirmative and the other question in the negative.

(2) Except as mentioned therein, every person whose name is found on the voter's list shall be initialled to be supplied with a ballot paper.

43. If a person representing himself to be a particular voter named on the voter's list applies for a ballot paper after another person has voted as such voter, the applicant shall, after duly answering such questions as the presiding officer may ask, be entitled to receive a ballot paper in the same manner as any other voter. Such ballot paper (hereinafter referred to as tendered ballot paper) shall be of a colour different from the other ballot papers, and, instead of being put in to the ballot box, shall be given to the presiding officer and endorsed by him with the name of the voter and his number on the voter's list and the name or number of the ward to which the list relates and shall be set aside in a separate packet and shall not be counted by the managing committee. The name of the voter and his number in the voter's list and the distinctive number of the polling station to which the list relates shall be entered in a list which shall bear the heading "List of tendered votes". The person tendering such ballot paper shall sign his name and address on that list or affix his thumb impression thereto.

44. If any polling agent declares and undertakes to prove that any person by applying for a ballot paper has committed the offence of personation, the presiding officer may require such person to enter, in the "List of Challenged Votes", his name and address, or, if he is unable to write, to affix his thumb impression thereto and may further require such person to produce evidence of identification. If such person on being questioned in the manner provided in paragraph 42 answers question (a) in the affirmative and the other question in the negative, he shall be allowed to vote after he has been informed of the penalty for personation. The presiding officer shall make a note of the circumstances and of his decision on the list of challenged votes.

45. A voter who has inadvertently dealt with his ballot paper in such a manner that it cannot conveniently be used as a ballot paper may, on delivering it to the presiding officer and satisfying him of the inadvertence, obtain another ballot paper in place of the spoilt paper, and the latter shall, together with its counterfoil, be marked as cancelled.

46. A presiding officer, polling officer or polling agent who is on duty at a polling station at which he is not entitled to vote shall, if he is certified by the managing committee to be entitled to vote at election, be allowed to record his vote, at that polling station. The name of the polling station at which he would otherwise have been entitled to vote shall be entered in the counterfoil of the ballot paper together with the other particulars to be entered therein.

47. (1) Such ballot paper shall be placed in an envelop and sealed by the presiding officer and returned with the certificate referred to in para 46 to the managing committee who has granted the same, and such managing committee shall cause such vote to be included among the other votes given for the candidate designated by the voter.

(2) The certificate referred to in paragraph 46 shall be in the following form :—

## FORM.

" Certified that.........................entitled to vote at a...... ............ for......................ward has been employed in connection with the election for.................ward and is prevented from voting at the said station and we have therefore authorised him to vote at....................

Date Signature of the managing committee.

48. The presiding officer of each polling station, as soon as practicable, after the close of the poll, shall, in the presence of any candidates or polling agents who may be present, make up into separate packets and seal with his own seal and the seal of such candidates or agents as may desire to affix their seal.

(1) Each ballot box in use at such station unopened but with the key (which should also be sealed in the same manner as the ballot box) attached ;

(2) the unused ballot papers ;

(3) the tendered ballot papers ;

(4) the spoilt ballot papers ;

(5) the marked copy of the voter's list ;

(6) the counterfoils of the ballot papers ;

(7) the list of the tendered votes ; and

(8) the list of challenged votes ;

and shall forward such packets to the managing committee.

49. The packets shall be accompanied by a statement made by the presiding officer, showing the number of ballot papers entrusted to him and accounting for them under the heads of ballot papers in the ballot box, unused, spoilt, and tendered ballot papers, and ballot papers dealt with under paragraph 46.

50. Subject to any direction given in that behalf by the managing committee, the packets and statements shall be forwarded by the presiding officer to the managing committee so as to reach it not later than the day and hour fixed for the counting of votes. Each packet shall be numbered and shall bear a note as to its contents and the name of the polling station. Empty boxes need not be sent, but should be handed over to the managing committee. Where no vote has been recorded in any polling station the presiding officer shall submit a *nil* report together with the statement as in 49.

### COUNTING OF VOTES.

51. The managing committee shall, as soon as may be practicable after the close of the poll, appoint a date which shall be not later than 3 days from the date of the poll, and the time and place for the counting of votes, and shall give notice in writing thereof to all candidates and election agents.

52. (1) No person shall be allowed to be present at the counting of votes except the managing committee and such persons as it may appoint to assist it in counting the votes, and such other persons as have a right to be present.

(2) No person shall be appointed to assist in counting the votes, who has been employed by or on behalf of any candidate for any purpose whatsoever connected with the election.

53. On the date and at the time appointed under paragraph 51, the managing committee shall, proceed as follows :-

(a) The ballot box or boxes relating to each polling station or the envelopes containing votes under paragraph 46 shall be opened one after another, and the managing committee shall take out the papers therefrom, count them or cause them to be counted, and record the number thereof in a statement. Such statement shall not be shown to any candidate or agent.

(*b*) The managing committee shall then mix together all the ballot papers so counted and totalled up and distribute them in convenient bundles to the persons appointed to assist in counting the votes.

(*c*) When the ballot papers have been so distributed, but not before, the managing committee shall allow the candidates and their agents reasonable opportunity to inspect, without handling the ballot papers, and shall, on every ballot paper which is wholly or partially rejected, endorse the word "Rejected". If any candidate or agent present questions the correctness of the rejection, he shall also record on the ballot paper the grounds for the rejection. No candidate or agent shall be allowed to see the serial number on the back of any ballot paper.

(*d*) The managing committee shall, as far as practicable, proceed continuously with the counting of the votes; and shall during any necessary intervals during which the counting has to be suspended, place the ballot papers, packets and other documents relating to the election under his own seal and the seals of such candidates or agents as may desire to affix them, and shall cause adequate precautions to be taken for their custody.

54. (1) A ballot paper shall be rejected if :—

(*a*) the number of votes recorded thereon exceeds the number required ;

(*b*) no vote is recorded thereon :

(*c*) it is void for uncertainty ; and

(*d*) it bears any mark by which the voter can be identified.

(2) Except on the above mentioned grounds a ballot paper shall not be rejected.

(3) The decision of the managing committee as to the validity of a ballot paper shall be final, subject only to reversal on an appeal to the Registrar.

55. The managing committee shall not open the sealed packets of the tendered votes, the marked copy of the voter's list or the counterfoils of the ballot papers. It shall verify the statement submitted by the presiding officer under paragraph 49 by comparing it with the number of counted votes and rejected ballot papers, the unused ballot papers in his possession and the tendered vote's list, shall then reclose and reseal each packet which has been opened by it, and shall record, on each packet a description of its contents and the date of the election to which it refers.

56. The managing committee shall then prepare and certify a return in Form III setting forth :—

(1) the result of the verification referred to in paragraph 55;

(2) the names of the candidates for whom valid votes have been given;

(3) the number of valid votes given for each candidate;

(4) the name of the candidate elected;

(5) the number of votes declared invalid; and

(6) the number of tendered votes given, and shall permit any candidate or any representative duly authorised to take a copy or an extract from such return.

### MISCELLANEOUS.

57. All the packets relating to the elections shall, remain in the custody of the Managing Committee.

58. The packets of ballot papers whether counted, rejected or tendered, and of the counterfoils thereof, or of the declaration papers as the case may be shall not be opened and their contents shall not be inspected or produced except under the orders of the Registrar or of Commissioners appointed to hold an inquiry in respect of an election by the Registrar, but all other documents relating to the election shall be open to inspection subject to such conditions as the Registrar may impose.

59. The packets aforesaid shall be retained for a period of one year and shall thereafter be destroyed subject to any direction to the contrary made by the Registrar.

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Forms and

*Vide* Paragraph 38

*Form II.*

Counterfoil
Serial No.
Ward .........
Number of polling area...
Number of elector on electoral roll.

*Form I.*

Ballot paper.

Outer foil
front.

| Names of candidates. | Mark showing the elector's choice |
|---|---|
| | |

*N. B.*—Please see instructions on the back.

Back of outerfoil.

Instruction.

1. The number of candidates for whom you may vote is only one.

2. Place a cross mark × against the name of candidate for whom you wish to vote.
3. The mark should be placed against not more than one name.

### *Form III.*

*Vide* paragraph 56.

Return showing results of the election.................ward...........

| Names of candidates for whom votes have been given. | Number of valid votes. |
|---|---|
| A | |
| B | |
| C | |
| D | |
| E | |
| F | |
| Number of valid votes. | |
| Number of votes declared invalid. | |
| Number of tendered votes. | |

(We have verified the statements forwarded by the presiding officers and found them correct / to contain the following errors. We do hereby declare that the following candidates have been duly elected.

Candidates have been duly elected.

Date. Managing Committee.

## APPENDIX IV.

### FORM OF ORGANISATION REPORT.

(1) How did the proposal for the society first start? Who is the originator?

(2) Who educated the members in co-operative principles? Give the dates of his visits to the village.

(3) Is the village a hamlet? If it is, give particulars of the parent village?

(4) Circle to which new society will belong and distance from the headquarters of the circle.

(5) Description of the attitude of the landholders towards the proposed society.

(6) Give total population of the village and the following particulars on a tabular form.—

| Caste. | Number of families. | Reliable number. | Proposed members. | Total. |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| | | | | |
| Total... | | | | |

(Where an old 'affiliated' society is being reorganised the number of existing members and the number that will be excluded as undesirable should also be specified).

PRIMARY CREDIT SOCIETIES FOR AGRICULTURISTS.

(7) Have the members had fully explained their joint responsibility and unlimited liability?

(8) Have all reliable people been asked to join and what are the objections of those that have not joined?

(9) The names (with age and caste) of members of the committee. Does it contain the most influential persons in the village? Does it represent the different hamlets?

(10) Is the Committee aware of its duties and responsibilities. Has it been duly explained to the members of the Committee that they are responsible for distribution and collection?

(11) Give details about the cultivating tenures in the village. What is the average area held by the members?

(12) Give details about the chief rent-paying crops state the proportion between them and give also particulars about special crops.

(13) Any other occupation of members.

(14) Details about extent and methods of irrigation, liability to drought, floods or other agricultural calamities.

(15) Condition of cattle and pasture grounds and liability to cattle disease.

(16) What is the average indebtedness of members (excluding mortgage debts)? Have they in your opinion disclosed their full indebtedness? Reasons of heavy indebtedness. Mention the maximum amount fixed beyond which no member will borrow from the society.

(17) Has the Central or Taluk Bank enough money to finance the society? If there is no Central or Taluk Bank what arrangements are proposed for the supply of funds?

(18) If there was any Co-operative Society in any form previously in the village, give particulars.

(19) Who are the village money-lenders? Where do they reside? Are they big or small men? Prevailing rate of interest and form in which loans are issued *e. g.* cash or seed, also terms of repayment. Is the Chief man in the village the money-lender?

(20) Are the members literate? Who will be the Secretary and in what language will he keep accounts?

(21) What arrangements have been made for the supervision and future education of the society.

(22) Any other points of interest or importance.

## APPENDIX V.

### INTERIM AUDIT REPORT FOR THE YEAR.

(Confidential).

NOTE. 1—To be kept in the form of a confidential register by the auditor and a copy of the entries sent to the Assistant Registrar with the audit notes.

2—The questions noted in the annexture may be answered in the public notes in general terms. Only adverse comments of a personal character or other remarks of a confidential nature should be given in this part.

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(1) Number and name of the Society.

(2) Name of the Local Union.

(3) Date of audit.

*Management.*

1. Do the Committee members take interest in the work of the society? Do they meet and discuss questions placed before them? Do all of them particularly the President and the Secretary understand their duties and responsibilities?

2. Give the names of Committee members? What are the impressions of the auditor in regard to their work and conduct? Do they conduct the work of

the society as a body or is the work being done by one or two among them, the rest being content with what is done by the others?

3. Was there any fictitious loan to reduce cash balance? Give details.

### *General.*

4. Give your opinion as to the General working of the Society.

5. State any points not noted in part A and about which you think mention should be made.

Station.

Date. Signature.

## INTERIM AUDIT REPORT.

### *For the Period.*

1. Number and name of society.
2. Date of registration.
3. Date of starting.
4. Name of the Union to which the society is affiliated.
5. Classification at previous audit.

### *I. Preliminary.*

1. Name of the auditor.
2. Headquarters.
3. Date of audit.
4. Period of audit.
5. Duration of stay of auditor in the village.

Question numbers.

6. Defects pointed out in the Final Audit in item 6 which have not been attended to.

### *II. Members and Share Capital.*

| | | Number. | Amount of share capital. |
|---|---|---|---|
| 7. Number of members in the society | At the beginning of the year. | | |
| | On the date of interim audit. | | |

I certify that the amount of share capital shown against members agrees with the total made from the Share Register.

Initials of Auditor.

*III. Finance.*

8. Is the amount received from the Central Bank promptly credited to the accounts? Note any case of undue delay and explain the reasons.

9. Has the society obtained proper receipts for all payments made to the Central Bank and filed them? If, for any payment, no receipt is forthcoming, ascertain the circumstances. Give particulars in detail?

10. Are the entries made in the accounts of the society in complete accordance with the Central Bank receipts?

11. What is the maximum borrowing limit of the society? Has it exceeded at any time? If so, to what extent and for how long.

12. Does the society maintain a property statement register in stitched volumes? When was the statement last revised? Have revised copies been sent to the local Union and the Central Bank? What is the method adopted in preparing it? Is it prepared at an open general meeting of the members or in the presence of as many members as can be secured?

13. Transactions with Central Bank—
   (*a*) Outstanding at the beginning of the year
   (*b*) Amount since borrowed.
   (*c*) Amount since repaid.
   (*d*) Outstanding on the date of audit.
   (*e*) Amount overdue.

14. How many items of the property statement did the auditor verify? Quote admission numbers.

15. Do you think that in the case of items checked, the valuation of properties has been overstated and if so, give details?

NOTE:—The auditor should verify the property statement in a general body meeting and also by independent enquiry from persons unconnected with it. He should state in detail the steps he has taken and the results of his enquiries.

All entries verified in the property statement should be initialled and dated.

16. Is there a properly worded committee resolution embodying the conditions of each deposit in the minute book? Are the terms of deposits in accordance with the bye-laws? What is the amount outstanding on date of audit?

I certify that the figures shown under deposits and borrowings tally with the total amounts made up from the borrowing ledger.

Initials of Auditor.

### LOANS.

17. (*a*) Loans due by members:
  (1) Outstanding at the beginning of the year.
  (2) Amount disbursed during the period.
  (3) Outstanding on the date of audit.

I certify that the amount of loans shown against members agrees with the total made up from the loan ledger.

Initials of Auditor.

(*b*) Was the auditor able to read the list of outstanding loans at a general meeting held during his stay?

(*c*) If no general meeting can be held, the list should be read to as many members as can be gathered.

(*d*) Did he ascertain from the borrowers whether the amounts of loans debited against them have been actually received by them?

(*e*) State the number of borrowers so questioned. Note the general numbers and the loan numbers of the persons so verified.

This verification of loans should be pursued from time to time so that the genuineness of all loans might be tested in a given period.

NOTE:—(1) The idea underlying this question is that the auditor should satisfy himself that the loans are all genuine.

(2) Each loan should be verified by the bonds, the statement of the borrower and an enquiry into the security for bond (mortgage or surety)

(3) Loans verified at final audit need not be certified a fresh during the year.

18. Are there benami loans, i. e., loans given in the name of one for another? Does the nominal borrower accept liability in all such cases?

19. Is there any loan, which, in your opinion, will prove bad? What is the opinion of the committee in regard to this?

20. In the case of loans granted for prior debts, have the committee members secured and preserved the discharged documents?

NOTE:—This point should be carefully inquired into and the results noted.

21. Of the outstanding loans, are there any loans which are legally time-barred? Give particulars of such cases and the action taken by the committee.

22. Are there any overdue loans? Give a list and state the action taken by the panchayat in regard to each such loan.

*Bond Verification.*

23. Are all loans outstanding supported by documents? If any of the bonds are missing, the explanation of the committee should be obtained and reported.

24. Are the bonds properly written and attested?

NOTE:—Two witnesses should always attest the bonds. All mortgage bonds must be registered. Note the loan numbers of bonds not actually checked.

25. Are payments noted on bonds with the attestation of borrowers and their sureties?

26. In the case of borrowers who are dead, have the panchayat taken steps to recover the outstanding loans or get them transferred to their heirs without impairing the security given by the deceased members?

27. In the case of sureties who are dead, have fresh sureties been taken?

NOTE:—In the case of loans where both borrower and surety are dead, the panchayatdars should take immediate action and the auditor should report if this has been done.

*IV. Accounts.*

28. Is the cash book closed on each day on which there are transactions?

29. Is the balance written in figures and words and then signed by the Secretary and the Treasurer President.

30. (*a*) Does the society maintain all the accounts prescribed for it?

(*b*) Have all the accounts been maintained up to date?

(*c*) If not, state which of them are not so maintained.

*V. Management.*

31. Who is in charge of the cash balance? And who is responsible for it under the by-laws of the society?

32. Was the cash balance verified by the Auditor on the date of arrival in the village? And does it agree with the entry in the cash book?

NOTE: (1) The verification of the cash balance should be the auditor's first duty on arrival at a society. A certificate should be furnished.

(2) If the cash balance is not immediately forthcoming, the auditor should make a note to this effect and record any reasons for the delay. He should also state where and how it is kept.

33. Are the securities taken for loans in accordance with the bye-laws? Has any member been allowed to stand surety for an amount exceeding the limit provided for in the by-laws? Is there anything to show that the panchayat knew the estimated value of the property mortgaged to the society at the time when they sanctioned a loan? Is it recorded in the resolution sanctioning the loan?

34. In the case of mortgages, have the panchayatdars satisfied themselves that there were no prior encumbrances and that the properties offered as mortgages are of sufficient security?

NOTE:—The auditor should ascertain from the property statement and otherwise, if necessary, whether the personal sureties are good for their undertakings. Any defects should be pointed out and commented on.

35. Does the auditor consider that on account of gross negligence loss of interest has been incurred on any heavy cash balance that may have been retained on hand? If so, who should be held responsible? What is the opinion of the panchayat on this?

### *VI. General Working.*

36. Are the charges incurred by the society reasonable and unavoidable?

NOTE:—The auditor should certify whether he has checked the vouchers of contingent and establishment charges and found them correct.

37. Give a full description of your opinion as to the general working of the society.

38. State also any points not noted above and about which you think mention should be made.

NOTE: - No point which affects the financial position of the society in any way should be left unnoticed.

Auditor.

RECEIPTS AND DISBURSEMENTS.

Rs. Ch. C. Rs. Ch. C.

*Receipts.*

1. Share Capital.
2. Deposits and borrowings from.
   - (*a*) Members.
     - (i) Fixed deposits.
     - (ii) Recurring deposits.
     - (iii) Savings deposits.
     - (iv)
   - (*b*) Non-members.
     - (i) Fixed deposits.
     - (ii) Recurring deposits.
     - (iii) Savings deposits.
     - (iv)
   - (*c*) Central Banks.
   - (*d*) Government.
3. Loans repaid.
4. Interest.
5. Miscellaneous income.
   - (i) Entrance fees.
   - (ii) Penalties.
   - (iii) Interest on investments. } (*a*) Reserve Fund. (*b*)
   - (iv) Dividend on shares in } (*a*) Central Bank. (*b*)
6. Adjusting heads. } (*a*) Due to society. (*b*) Due by society

7. Investments withdrawn.
8. Total.
9. Opening balance.
10. Grand total.

Rs. Ch. C. Rs. Ch. C.

*Disbursements.*

1. Share capital.
2. Deposits and borrowings.
   (a) Members.
      (i) Fixed deposits.
      (ii) Recurring deposits.
      (iii) Savings deposits.
      (iv)
   (b) Non-members.
      (i) Fixed deposits.
      (ii) Recurring deposits
      (iii) Savings deposits.
      (iv)
   (c) Central Banks.
   (d) Government
3. Loans issued.
4. Interest.
5. Payment out of profits of previous years.
      (i) Dividend.
      (ii) Common Good Fund.
      (iii) Reserve Fund.
6. Establishment and contingencies.
7. Miscellaneous payments.
      (i) Penalties.
      (ii) Excess collections refunded.
      (iii) Supervision Fund.
8. Adjusting heads.
      (i) Due to society.
      (ii) Due by society.
9. Investments made.
      (i) Furniture bought.
      (ii)
10. Total.
11. Closing balance.
12. Grand Total.

## APPENDIX VI.

No and Name of Society.
Taluk……………
Division…………
Address…………

## FINAL AUDIT REPORT.

FOR THE YEAR…………

Date of audit.
Name of circle.
Name of auditor.

## FINAL AUDIT REPORT.

FOR THE YEAR…………

All figures should be worked down to Bh. Rupees, Chuckrams and Cash

| | |
|---|---|
| No. and name of society. | |
| I. (*a*) Kind of society.<br>(*b*) Class of society.<br>(*c*) Type of society (Ltd.)<br>(Unlimited.)<br>(*d*) Date of registration.<br>(*e*) Date of starting<br>(*f*) Area of operation. | |

(A) KINDS OF SOCIETIES.—

(*a*) Central Societies—will include (i) unions of societies, and (ii) societies whose dealings are chiefly (though not necessarily) with other societies.

(*b*) Agricultural Societies—are those (other than central) in which the majority of the members are agriculturists (*i. e.*, persons whose main occupation is the cultivation of the land or the rearing and management of live-stock) or in which the object is mainly agricultural.

(*c*) Non-Agricultural Societies—are those which come under neither of the former heads.

(B) CLASSES OF SOCIETIES—

(i) Credit—These will include societies which lend grain fo eed or maintenance as well as those which lend cash.

(ii) Purchase, and Purchase and Sale—These are societies intended to facilitate the purchase of agricultural requisites for members such as societies which purchase seed, manure, implements etc. for sale to their members. Societies of this character which also collect for joint sale the produce of the members without making this their main object will be included in this class.

(iii) Production—These are societies which have for their chief object an act of production without proposing to themselves sale as a direct object. This also would include societies for joint irrigation for collective use of machinery, for assistance in horse and cattle breeding, etc.

(iv) Production and Sale—This class includes societies in which these two functions are united or in which one or the other predominates, without it being possible to make a clear distinction between them. It will cover all societies whose main object is the joint sale of any commodity, whether such commodity is produced or worked up or prepared for sale by the society itself or by the members individually. It comprises all co-operative creameries, butcheries and distilleries as well as societies whose main object is the sale of grain, cattle, ghee, eggs, etc., produced by their members.

(v) Insurance. (vi) Other forms of co-operation.

Notes for audit classification of societies.

*Efficiency Test.*

Class A. Model—Should receive no help from official or non-offical staff other than the annual audit.

B. Good—must generally be in a sound and healthy condition, carrying on its normal business efficiently. It can afford to have a few defaulters.

C. Average.

D. Dormant—A bad society which will be cancelled and brought under liquidation if it doos not raise itself to class C in two years.

*Collection Test.*

I. Not less than 95 per cent. of collection to demand under loans.

II. ,, 70 per cent. ,,

III. ,, 55 per cent. ,,

IV. ,, 40 per cent. ,,

V. Below 40 per cent. ,,

VI. Dormant societies that did not issue loans.

## II. Members.

### (A)

| Details. | No. of individual members. | Number of Societies. | | | | Total of Societies. | Total No. of members. |
|---|---|---|---|---|---|---|---|
| | | Central credit Societies. | Agricultural credit Societies. | Non-agricultural credit Societies. | Other Societies. | | |
| At the beginning of the year | | | | | | | |
| Joined during the year | | | | | | | |
| Removed during the year | | | | | | | |
| At the end of the year | | | | | | | |

(B) Causes for withdrawls and expulsions are as follows :--

1. Change of residence to village outside the operations of the Societies.
2. Discharge of loan with cessation of share capital.
3. Voluntary withdrawal.
4. Expulsion due to default.
5. Expulsion due to misconduct.
6. Death.
7. Other causes.

(C) Caste-war and Profession-war Statements.

(i) *Caste-war..*

1. Nairs.
2. Christians.
3. Brahmins.
4. Ezhavas.
5. Arayas and Valas.
6. Christians Fisherfolk.
7. Muslims.
8. Vellalas.
9. Weavers.
10. Hindu Cheramars.
11. Christian Cheramars.
12. Sambavars.
13. Other Castes.

Total ...

(ii) *Profession-war Statement.*

1. Agriculturist.
2. Non-agriculturist.
3. Partly both.
4. Artisans.

Total ...

(iii) No. of females............

## III. Shares and Share capital.

### (A.)

|  | No. | Amount |  |  |
|---|---|---|---|---|
|  |  | Rs. | Chs. | C. |
| At the beginning of the year...... |  |  |  |  |
| ........... |  |  |  |  |
| ........... |  |  |  |  |
| Received during the year......... |  |  |  |  |
| ........... |  |  |  |  |
| ........... |  |  |  |  |
| Total...... |  |  |  |  |
| Paid off during the year........... |  |  |  |  |
| (1) ........... |  |  |  |  |
| (2) ........... |  |  |  |  |
| (3) ........... |  |  |  |  |
| Total......... |  |  |  |  |
| At the end of the year........... |  |  |  |  |
| ........... |  |  |  |  |

| (B) Share default. | No. of members. | No. of Shares. | Amount. |
|---|---|---|---|
| 1. | .......... | .......... | ......... |
| 2. | .......... | .......... | ......... |

(C) (i) The authorised share capital is British Rs.

(ii) Instalments.

The Auditor should certify that the amount given above tallies with the totals outstanding against each member in the Admission register.

Auditor.

## IV. BARROWINGS.

### (i) Loans and Deposits form.

## IV. Borrowings:—

### (i) Loans and

| Item. | Held at the begining of the year. | | | Received during the year. | | |
|---|---|---|---|---|---|---|
| | Members | Non-members | Total. | Members. | Non-members. | Total. |
| | Rs. ch. c<br>1 | Rs. ch. c.<br>2 | Rs. ch. c.<br>3 | Rs. ch. c.<br>4 | Rs. ch. c<br>5 | Rs ch. c.<br>6 |
| A. Individuals. | | | | | | |
| 1 Fixed ... | | | | | | |
| 2 Savings .. | | | | | | |
| 3 Current ... | | | | | | |
| 4 Recurring ... | | | | | | |
| 5 Provident .. | | | | | | |
| 6 Kettuthengu ... | | | | | | |
| 7 Home safe ... | | | | | | |
| 8 ... | | | | | | |
| Total...... | | | | | | |
| B. Primary Societies. | | | | | | |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| Total...... | | | | | | |
| C. Financing Banks. | | | | | | |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| Total...... | | | | | | |
| D. Government. | | | | | | |
| 1 | | | | | | |
| 2 | | | | | | |
| Total ..... | | | | | | |
| E. Other loans. | | | | | | |
| 1 | | | | | | |
| 2 | | | | | | |
| Total... ... | | | | | | |
| Grand total ...... | | | | | | |

F. What are the reasons for the smallness of the deposits? Do the managing committee understand the importance of gathering local petty savings.

G. Are the central society's loans brought to book without delay? Verify with the original advices and note any instances when the loan has not been credited on the day of receipt, Is the credit bonafide? i.e. has the sum been disbursed in loans to members there after with reasonable promptitude.

IV. Borrowings. *(contd.)*...........
Deposits form.

| Paid off during the year | | | Held at the end of the year. | | | Arrears. | | |
|---|---|---|---|---|---|---|---|---|
| Members. | Non-members. | Total. | Members. | Non-Members. | Total. | Members. | Non-members. | Total. |
| Rs. ch. c. | Rs. ch. c. | Rs. ch. c | Rs. ch. c. | Rs. ch. c. | Rs ch. c. | Rs ch. c. | Rs. ch. c. | Rs. ch. c. |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| | | | | | | | | |

**H.** Has the society obtained proper receipts for all payments made to the Central Bank and filed them. If for any payment no receipt is forthcoming ascertain the circumstances

Certified that the amount out standing has been found correct by verification of the amount in the different deposit Registers.

Auditor.

IV. (ii) *a.* What is the maximum borrowing power of the Society?

*b.* Was it exceeded at any time? How long? By how much?

*c.* Were all due instalments of loans from financing banks repaid with interest? If not give particulars. Omit cases where extension have been sanctioned.

*d.* Details of securites offered for loans and overdrafts, if any.

V. The rates of interest given by the Society are as follows :—

*a.* On deposits from individuals.

1. Fixed.................................
2. Savings.................................
3. Current.................................
4. Recurring.................................
5. Provident.................................
6. Kettuthengu.................................
7. Home safe.................................
8. .................................

*b.* Primary Societies.

1. .................................
2. .................................
3. .................................

*c.* Financing Banks.

1. .................................
2. .................................
3. .................................

*d.* Government.

1. .................................
2. .................................
3. .................................

*e.* Other loans.

.................................

VI. During the year interest was paid and was pending as shown below :—

| Interest on. | Actually paid. | | | Accrued and pending payment at the end of the year whether actually due or not. | | |
|---|---|---|---|---|---|---|
| | Bh Rs. | Ch. | C. | Bh. Rs. | Ch. | C. |
| *a.* Borrowings from members | | | | | | |
| *b.* Borrowings from non-members | | | | | | |
| *c.* Borrowings from Financing Banks | | | | | | |
| *d.* Other borrowings (Specify) 1. | | | | | | |
| 2. | | | | | | |

A. Adding the two columns of figures together the total interest is ……Rs.

B. Amount of interest pending payment at the close of the previous year is ……Rs.

C. Therefore the amount of interest accrued in the year paid and unpaid debitable to the Profit and Loss Account is Rs (A—B) ……Rs.

D. Overdue interest ……Rs.

VII. *Miscellaneous receipts*:- Give full particulars.

Usual items are.

1. Entrance fees.
2. Fees and fines other than entrance fees.
3. Sale proceeds of books and forms, etc.
4. Fines and penalties levied for non-payment of interest or principal on due dates.
5. Document writing fees.
6. Interest on investment of reserve fund.
7. Interest on general fund.
8. Dividend from central Societies.
9. Rebates.

| | | | |
|---|---|---|---|
| | | | |

NOTE:—If there are other items they should be noted separately.

VIII. (*a*) Details under loans and over drafts are given below.

| | To individuals. | | To primary Societies. | | To central Societies. | |
|---|---|---|---|---|---|---|
| | No. | Amount. | No. | Amount. | No. | Amount. |
| 1. Outstanding at the beginning of the year | | | | | | |
| 2. Disbursed during the year | | | | | | |
| Total ... | | | | | | |
| 3. Repaid during the year, completely | | | | | | |
| Partly | | | | | | |
| Total ... | | | | | | |
| 4. Outstanding at the end of the year | | | | | | |
| 5. Loans actually over-due | | | | | | |

The auditor should certify that the total amount outstanding has been checked with the loan ledger and found correct.

(b) Are loan applications dealt with, with promptitude and discretion ? (Here notice if, after loans are sanctioned, the society arranged to take deposits or loans to meet the application.)

(c) Was any undue favour shown either in sanctioning loans or in disbursing money to members of the managing committee? Furnish details of loans.

| Names of committee members. | Loan. |  | Overdues. |  | Due date. |
|---|---|---|---|---|---|
|  | No. | Amount. | Principal. | Interest. |  |
|  |  |  |  |  |  |

(d) Has any loan exceeded the maximum permissible to the borrower?

(e) Has any member been allowed to stand as surety for more than what he is allowed to do under the bye-laws?

(f) Have the committee members satisfied themselves that there were no prior encumbrances on the properties mortgaged?

(g) How far the inspection prescribed in bye-laws of immovable property mortgaged to the society was carried out.

h. Is there any loan which in your opinion may prove bad?

i. What is the opinion of the committee in regard to this?

j. Attach a certificate from the committee as to the soundness or otherwise of the loans outstanding.

IX. Details of doubtful debts.

| No. and name of member. | Date of loan. | Amount outstanding. |  | Security. | Probable loss. | Reasons for considering the loans doubtful. |
|---|---|---|---|---|---|---|
|  |  | Principal. | Interest. |  |  |  |
|  |  |  |  |  |  |  |
| Total ... |  |  |  |  |  |  |

## X. Details of bad debts written off.

| No. and name of member. | Date of loan. | Amount outstanding. | | Authority for writing off. | Reasons for writing off the loan. |
|---|---|---|---|---|---|
| | | Principal. | Interest. | | |
| | | | | | |

## XI. Statement of loans.

(Separate sheets should be attached when the space below is not sufficient.)

| Sl. No. | Loan No. | Member No. | Opening balance. | Re-paid during the year. | Balance at the end of the year. | Overdue. | Interest pending correction at the end of the year. | Of which overdue. | Remarks. |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

XII (*a*) The loans disbursed to individual members are classified below according to value, security and period.—

| No. | Item. | Number. | Amount. |
|---|---|---|---|
| 1 | Loans not exceeding Rs 50 … … | | |
| 2 | Loans exceeding Rs. 50 but not exceeding Rs. 100 … | | |
| 3 | Loans exceeding Rs. 100 but not exceeding Rs. 250 … | | |
| 4 | Loans exceeding Rs. 250 … | | |
| | Total … | | |
| 5 | Loans granted on the security of deposits of members … | | |
| 6 | Loans granted on the security of immovable property … … | | |
| 7 | Loans granted on the joint and several responsibility of the borrower and one or more other members standing sureties… | | |
| 8 | Loans granted on the pledge of gold jewels and bullions … | | |
| 9 | Loans granted on the security of standing crops and produce … | | |
| | Total … | | |
| 10 | Loans not exceeding one and a half years (short term) … | | |
| 11 | Loans exceeding one and a half (Intermediate term) … | | |
| | Total … | | |

(b) How for the inspection prescribed in bye-laws, of immovable property mortgaged to the society, was carried out ?

XIII. (a) Loans issued to individual members are classified below according to purpose:—

| No. | Item. | Amount. |
|---|---|---|
| 1 | Loans for cultivation expenses (purchase of seed grain, manure, implement of husbandry, etc.) | |
| 2 | Loans for purchase of cattle ... | |
| 3 | Loans for payment of Sirkar kist or michavarom ... | |
| 4 | Loans for permanent improvement to land such as improvement by digging wells etc, ... | |
| 5 | Loans for purchase of raw materials, industry and artisan's appliances, tools, etc. ... | |
| 6 | Loans for purposes of trade ... | |
| 7 | Loans for purposes of education ... | |
| 8 | Loans for building, buying or repairing of houses of cattle sheds ... | |
| 9 | Loans for the manufacture and purchase of country carts or boats ... | |
| 10 | Loans for purchase of land ... | |
| 11 | Loans for purchase of food and necessaries of life ... | |
| 12 | Total of loans-productive purposes (columns 1 to 11) ... | |
| 13 | Loans for paying off petty debts ... | |
| 14 | Loans for ceremonial expenses ... | |
| 15 | Loans for other purposes ... | |
| 16 | Total of loans for non-productive purposes (columns [13 to 16). | |
| 17 | Total of loans (columns 12 and 16) ... | |

NOTE— The statement should exclude the loans of societies to societies.

XIII. b. Is the purpose of the loan shown in the loan ledger against each loan? Has any attempt been made by the managing committee to check if the loan was properly applied.

XIV. The rate of interest charged on loan is.

XV. a. Interest realised Br. Rs. ch. ca.
From members.
From other societies.

b. Interest for the year realised in the previous year.
From members.
From other societies.

c. Interest accrued during the year and pending realisation.
From members.
From societies.
Total (a + b + c).

d. Deduct amount pending realisation at the close of the previous year.

e. Advance collection of interest.

f. Balance to be credited to the profit and loss account.

XVI. (a) *Demand, Collection and Balance.*

| Principal. | Interest. |
|---|---|
| Demand. | Demand. |
| Collection. | Collection |
| Balance. | Balance. |
| % age of balance to demand. | % age of balance to demand. |

(*b*) In the case of financing banks an overdues statement in the following form should be prepared.

| | *No.* | *Principal Amount.* | *Interest.* |
|---|---|---|---|
| Over one year | ... | ... | ... |
| Over two years | ... | ... | ... |
| Over three years | ... | ... | ... |
| Over four years | ... | ... | ... |
| Above | ... | ... | ... |

Note briefly the action taken :—

XVII. Suits and decrees :—

| | *No.* | *Amount.* Rs. | Ch. | C. |
|---|---|---|---|---|
| (*a*) Suits pending disposal at the beginning of the year | | | | |
| Preferred during the year | | | | |
| Total | | | | |
| Satisfied before decree | | | | |
| Decreed during the year | | | | |
| Pending decree at the end of the year | | | | |
| (*b*) Decrees pending execution at the beginning of the year | | | | |
| Obtained in the year | | | | |
| Total | | | | |
| Satisfied during the year | | | | |
| Realised in execution | | | | |
| Pending execution at the end of the year | | | | |

XVIII. Establishment charges :—

(*a*) Are charges incurred covered by sanction? Give details of establishment

(*b*) Are receipts taken?

XIX. (*a*) Establishment and contingencies.

*Detailed Statement.*

| Particulars. | Paid. | Due to the end of the year. | Total. | Due at the beginning of the year. | Loss account. |
|---|---|---|---|---|---|
| i. Establishment charges | | | | | |
| 1 | | | | | |
| 2 | | | | | |
| ii. Contingencies | | | | | |
| 1. Account books | | | | | |
| 2. Anchal | | | | | |
| 3. Stationery | | | | | |
| 4. Remittance charges | | | | | |
| 5. Affiliation fees | | | | | |
| 6. Delegation fees | | | | | |
| 7. Lighting | | | | | |
| 8. Cleaning | | | | | |
| 9. Rent | | | | | |
| 10. Printing charges | | | | | |
| 11 | | | | | |
| 12 | | | | | |
| 13 | | | | | |
| 14 | | | | | |
| 15 | | | | | |
| 16 | | | | | |
| 17 | | | | | |
| 18 | | | | | |
| 19 | | | | | |
| 20 | | | | | |
| 21 | | | | | |
| 22 | | | | | |
| 23 | | | | | |
| 24 | | | | | |
| 25 | | | | | |
| 26 | | | | | |
| Total | | | | | |

(*b*) Note briefly, if the establishment is lavish, weak or defective.

(*c*) Note below your certificate to the effect that you have checked the voucher and that the expenditure could not be avoided in the interest of the Society and that it was reasonable.

## XX. ADJUSTING HEADS.

Give full particulars of (1) Anchal and Postal charges, (2) Notice fees, (3) Surveyor's fees, (4) Court costs, (5) Advances, (6) other items (Specify). Give the demand, collection and balance of these items separately.

(a) *Due to Society.*

| Item. | Pending at the beginning of the year (assets.) | | | Issued during the year. | | | Repaid during the year. | | | Outstanding at the end of the year (assets) | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Rs. | ch | c. | Rs. | ch | c. | Rs. | ch | c. | Rs. | ch | c. |

(b) *Due by Society.*

| Item. | Pending at the beginning of the year (Liabilities.) | | | Received during the year. | | | Paid during the year. | | | Outstanding at the end of the year (Liabilities.) | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Rs. | ch | c. | Rs. | ch | c. | Rs. | ch | c. | Rs. | ch | c. |

## XXI. OTHER ITEMS.

| | Rs. | ch. | c |
|---|---|---|---|
| 1. Value of furniture at the beginning of the year ... | | | |
| Do. bought during the year ... | | | |
| Total ... | | | |
| Deduct depreciation at.........percent | | | |
| Value at the end of the year ... | | | |
| 2. Is a register of furniture maintained? Take stock and certify ... | | | |
| Certified that I have checked the articles of furniture and I found them to agree with the list of furniture maintained by the society ... | | | |
| 3. Value of society's buildings at the end of the year. | | | |
| Do. bought during the year ... | | | |
| Total ... | | | |
| Deduct depreciation at percent ... | | | |
| Value at the end of the year ... | | | |
| 4. Value of library books at the beginning of the year | | | |
| Do. bought during the year ... | | | |
| Total ... | | | |
| Deduct depreciation at percent ... | | | |
| Value at the end of the year ... | | | |
| 5. Adjusting heads written off ... | | | |
| Give particulars ... | | | |
| 6. Fines and penalties paid for non payment of interest or principal on due dates and other fines ... | | | |
| 7. Excess collection if refunded ... | | | |
| 8. Immovable properties purchased by the society— (1) Has the society taken possession of the properties purchased by seizure or by delivery of possession through Civil Court? Has the value of properties so seized or taken possession of, been excluded in loans by adjustment to their value? Is a register of immovable properties maintained. Give particulars below: | | | |

| | Landed wet. | | Property Dry. | | Houses numbers. | Purchase value. |
|---|---|---|---|---|---|---|
| | Acs. | C. | Acs. | C. | | |
| i. Value of properties held at the beginning of the year. | | | | | | |
| ii Value of properties purchased during the year. | | | | | | |
| iii Value of properties sold during the year. | | | | | | |
| iv Value of properties held at the end of the year. | | | | | | |

(2 Expenses incurred on their maintenance including the kist paid to Government ...

(3) Income realised ...

(4) Attach a Certificate in the following form:—
Certified that the properties the value of which is mentioned above are actually in possession and enjoyment of the society and that the income realised therefrom has been duly brought into account.

*President.* *Secretary.* *OtherDirectors.*

## XXII. APPROPRIATION OF PREVIOUS YEAR'S PROFIT.

Quote Resolution :—

Amount of Profit Rs......ch......c.

To Reserve fund

To Bonus

To Dividend

......................

......................

To undistributed profits carried
to Reserve fund

## XXIII. PARTICULARS OF DIVIDEND, BONUS ETC.

| | Dividend. | | | Bonus. | | | Un-distributed profit. | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Rs. | ch | c. | Rs. | ch | c. | Rs | ch | c. | Rs. | ch | c. |
| 1. Amount at the beginning of the year | | | | | | | | | | | | |
| 2. Amonnt credited during the year | | | | | | | | | | | | |
| 3 Total | | | | | | | | | | | | |
| 4. Amonnt spent | | | | | | | | | | | | |
| 5. Balance | | | | | | | | | | | | |

## XXIV. RESERVE FUND.

| | Bh. Rs. | ch. | c. |
|---|---|---|---|
| (*a*) Total amount of Reserve Fund on the last day of the penultimate year | | | |
| Last year's audit order ordered in addition of | | | |
| Lapsed Share carried to reserve | | | |
| Total | | | |

(*b*) Investment under Reserve fund.

| Item. | Trivandrum Central Bank. | Taluk Bank. | Anchal Office. |
|---|---|---|---|
| 1. On the last day of the penultimate year. | | | |
| 2. Invested in the year under report in cash. | | | |
| 3. Invested by adjustment of interest | | | |
| 4. Withdrawn in the year under report | | | |
| 5. On the last day of the year under report. | | | |
| 6. Investment that should be made to carry out last years audit orders. | | | |
| 7. Proposals of investments of the reserve now formed. | | | |
| 8. Excess in the reserve. | | | |

## XXV. INVESTMENTS OTHER THAN RESERVE FUND.

(In the blank columns enter details *re* : other kinds of investments.)

| | Anchal Savings Bank. | Shares in central Bank. | Shares in Taluk Banks. | | |
|---|---|---|---|---|---|
| Opening balance. | | | | | |
| Invested during the year. | | | | | |
| Total | | | | | |
| Withdrawn in the year. | | | | | |
| Balance | | | | | |

## XXVI. FUNDS OF THE SOCIETY OTHER THAN RESERVE FUND.

| | Common Good fund. | Dividend equalisation fund. | Building fund. | Bad debt fund. | Total. |
|---|---|---|---|---|---|
| Amount at the beginning of the year. | | | | | |
| Amount credited during the year | | | | | |
| Total | | | | | |
| Amount spent | | | | | |
| Balance | | | | | |
| Invested | | | | | |

# XXVII. SUMMARY OF THE SALIENT FEATURES OF THE SOCIETY'S WORKING DURING THE YEAR.

XXVIII (*a*) During the year the Society convened..............General and...........Committee meetings, of which......... of the former and............of the latter were adjourned for want of quorum.

(*b*) Was the attendance generally fair?

(*c*) Do the Committee members take keen interest in the Society's affairs?

(*d*) Do the members take interest?

(*e*) In the case of unlimited liability societies is the property statement annually revised? Give date of last revision, amount of net property. Is an office copy kept on the Society's records?

(*f*) Are elections of members of the Committee held periodically according to the bye-laws? Are they qualified under the rules (15, 34) 35, 45, and 49)

XXIX. General Remarks.

(*a*) How are the accounts kept?

(*b*) Who is in charge of the cash balance? Who is responsible for it under the bye-laws.

(*c*) General condition and reputation of the Society.

Note here if the Society has shown any special signs of development in any particular or has adopted novel and interesting methods.

Note also the attitude of the local public towards the society in particular and the movement in general.

(*d*) Note important changes effected in the bye-laws.

(*e*) How often was the society inspected in the year? Quote dates. Note briefly the results of such inspections.

(*f*) Were the orders given at the last audit carried out?

(*g*) Are the mistakes noticed last year repeated?

(*h*) Does the Society send up monthly returns regularly?

(*i*) Is the seal in good condition? Is it impressed on every receipt, letter and other documents issued by the Society?

(*j*) Is the society affiliated to the Union? Does the Union inspect the Society?

(*k*) Any other remarks

Give the names of the President, Vice-President, Secretary and other members of the Committee.

(*m*) No. of S. B. Pass book. No. of Public account. Name of holder of the account.

## XXX. STOCK STATEMENT (To be filled up in the cases of Stores.)

| | | | | B. Rs. | ch. | c. |
|---|---|---|---|---|---|---|
| Stock in hand at the beginning of the year, cost price. | | 1. | Raw material ... | | | |
| | | 2. | Artisans' appliances ... | | | |
| | | 3. | Finished products ... | | | |
| | | 4. | Stores ... | | | |
| | | 5. | Total ... | | | |
| Stock purchased during the year cost price. | | 6. | Raw material ... | | | |
| | | 7. | Artisans' appliances ... | | | |
| | | 8 | Finished products ... | | | |
| | | 9. | Stores ... | | | |
| | | 10. | Total ... | | | |
| Stock sold during the year. | Raw material. | 11. | Sale-proceeds ... | | | |
| | | 12. | Deduct gross profit ... | | | |
| | | 13. | Cost price ... | | | |
| | Artisan's appliances. | 14. | Sale-proceeds ... | | | |
| | | 15. | Deduct gross profit ... | | | |
| | | 16. | Cost price ... | | | |
| | Finished products. | 17. | Sale-proceeds sale of goods to members ... | | | |
| | | 18. | Deduct gross profit ... | | | |
| | | 19. | Cost price ... | | | |
| | Stores. | 20. | Sale proceeds ... | | | |
| | | 21. | Deduct gross profit ... | | | |
| | | 22. | Cost price ... | | | |
| | | 23. | Sale-proceeds sale of goods to members ... | | | |
| | | 24. | Deduct gross profit ... | | | |
| | | 25. | Cost price ... | | | |
| Deduct depreciation in stock. | | 26. | Raw material ... | | | |
| | | 27. | Artisans' appliances ... | | | |
| | | 28. | Finished products ... | | | |
| | | 29, | Stores ... | | | |
| | | 30. | Total ... | | | |
| Stock in hand at the end of the year. | | 31. | Raw material ... | | | |
| | | 32. | Artisans' appliances ... | | | |
| | | 33. | Finished products ... | | | |
| | | 34. | Stores ... | | | |
| | | 35. | Total ... | | | |

Note—Stock bought does not include furniture. The cost of furniture should appear under item 21 (1).

## XXX. STOCK STATEMENT (To be filled up in the cases of Stores)

| | | | | B. Rs. | ch, | c, |
|---|---|---|---|---|---|---|
| | Stock in hand at the beginning of the year cost price. | 1 | Raw material | | | |
| | | 2 | Artisan' appliances | | | |
| | | 3 | Finished products | | | |
| | | 4 | Stores | | | |
| | | 5 | Total | | | |
| | Stock purchased during the year cost price. | 6 | Raw material | | | |
| | | 7 | Artisans' appliances | | | |
| | | 8 | Finished products | | | |
| | | 9 | Stores | | | |
| | | 10 | Total | | | |
| (To be perforated.) Stock sold during the year | Raw material. | 11 | Sale-proceeds | | | |
| | | 12 | Deduct gross profit | | | |
| | | 13 | Cost price | | | |
| | Artisan's appliances. | 14 | Sale-proceeds | | | |
| | | 15 | Deduct gross profit | | | |
| | | 16 | Cost price | | | |
| | Finished products | 17 | Sale-proceeds sale of goods to members | | | |
| | | 18 | Deduct gross profit | | | |
| | | 19 | Cost price | | | |
| | Stores | 20 | Sale proceeds | | | |
| | | 21 | Deduct gross profit | | | |
| | | 22 | Cost price | | | |
| | | 23 | Sale-proceeds sale of goods to members | | | |
| | | 24 | Deduct gross profit | | | |
| | | 25 | Cost price | | | |
| | Deduct depreciation in stock. | 26 | Raw material | | | |
| | | 27 | Artisans' appliances | | | |
| | | 28 | Finished products | | | |
| | | 29 | Stores | | | |
| | | 30 | Total | | | |
| | Stock in hand at the end of the year. | 31 | Raw material | | | |
| | | 32 | Artisans' appliances | | | |
| | | 33 | Finished products | | | |
| | | 34 | Stores | | | |
| | | 35 | Total | | | |

Note—Stock bought does not include furniture. The cost of furniture should appear under item 21 (1).

XXX. STOCK STATEMENT (To be filled up in the cases of Stores.)

| | | | | B. Rs. | ch. | c. |
|---|---|---|---|---|---|---|
| Stock in hand at the beginning of the year cost price. | | 1 | Raw material | | | |
| | | 2. | Artisans' appliances | | | |
| | | 3. | Finished products | | | |
| | | 4. | Stores | | | |
| | | 5. | Total | | | |
| Stock purchased during the year cost price. | | 6. | Raw material | | | |
| | | 7 | Artisans' appliances | | | |
| | | 8 | Finished products | | | |
| | | 9. | Stores | | | |
| | | 10. | Total | | | |
| (To be perforated) Stock sold during the year, | Raw material. | 11. | Sale-proceeds | | | |
| | | 12. | Deduct gross profit | | | |
| | | 13. | Cost price | | | |
| | Artisan's appliances. | 14. | Sale-proceeds | | | |
| | | 15. | Deduct gross profit | | | |
| | | 16. | Cost price | | | |
| | Finished products | 17. | Sale-proceeds sale of goods to members | | | |
| | | 18. | Deduct gross profit | | | |
| | | 19. | Cost price | | | |
| | Stores. | 20. | Sale proceeds | | | |
| | | 21. | Deduct gross profit | | | |
| | | 22. | Cost price | | | |
| | | 23. | Sale-proceeds sale of goods to members | | | |
| | | 24. | Deduct gross profit | | | |
| | | 25. | Cost price | | | |
| Deduct depreciation in stock | | 26 | Raw material | | | |
| | | 27. | Artisan's appliances | | | |
| | | 28. | Finished products | | | |
| | | 29. | Stores | | | |
| | | 30. | Total | | | |
| Stock in hand at the end of the year. | | 31. | Raw material | | | |
| | | 32. | Artisans' appliances | | | |
| | | 33. | Finished products | | | |
| | | 34. | Stores | | | |
| | | 35. | Total | | | |

Note—Stock bought does not include furniture. The cost of furniture should appear under item 21 (1).

## XXXI.—STATEMENT OF RECEIPT AND DISBURSEMENTS.

(*a*) Receipts.

| Sl. No. | Items. | Amount. | | | Amount. | | |
|---|---|---|---|---|---|---|---|
| | | Rs. | ch. | c. | Rs. | ch. | c. |
| 1 | Share capital Individuals | | | | | | |
| | Societies | | | | | | |
| 2 | Borrowings from individuals—members | | | | | | |
| 3 | Do. Do. Non-members | | | | | | |
| 4 | Do. Do. Primary Societies | | | | | | |
| 5 | Do. Do. Financing banks | | | | | | |
| 6 | Do. Do. Government and other Sources | | | | | | |
| 7 | Loans repaid by individual members | | | | | | |
| 8 | Loans repaid by societies | | | | | | |
| 9 | Interest received | | | | | | |
| 10 | Sale proceeds | | | | | | |
| 11 | Withdrawals from investments (*a*) | | | | | | |
| | (*b*) | | | | | | |
| | (*c*) | | | | | | |
| 12 | Other items (*a*) Miscellaneous income | | | | | | |
| | (*b*) Due to society | | | | | | |
| | (*c*) Due by society | | | | | | |
| 13 | Total | | | | | | |
| 14 | Opening balance | | | | | | |
| 15 | Grand total | | | | | | |

## XXXI.—STATEMENT OF RECEIPT AND DISBURSEMENTS.

(*a*) Receipts.

(To be perforated) along the line.)

| Sl. No. | Items. | Amount. | | | Amount. | | |
|---|---|---|---|---|---|---|---|
| | | Rs. | ch. | c. | Rs. | ch. | c. |
| 1 | Share capital Individuals<br>Societies | | | | | | |
| 2 | Borrowings from individuals-members | | | | | | |
| 3 | Do. Do. Non-members | | | | | | |
| 4 | Do. Do. Primary Societies | | | | | | |
| 5 | Do. Do. Financing banks | | | | | | |
| 6 | Do. Do. Government and other Sources | | | | | | |
| 7 | Loans repaid by individual members | | | | | | |
| 8 | Loans repaid by societies | | | | | | |
| 9 | Interest received | | | | | | |
| 10 | Sale proceeds | | | | | | |
| 11 | Withdrawals from investments (*a*)<br>(*b*)<br>(*c*) | | | | | | |
| 12 | Other items (*a* Miscellaneous income<br>(*b*) Due to society<br>(*c*) Due by society | | | | | | |
| 13 | Total | | | | | | |
| 14 | Opening balance | | | | | | |
| 15 | Grand total | | | | | | |

## XXXI.—STATEMENT OF RECEIPT AND DISBURSEMENTS.

(*a*) Receipts.

| Sl. No. | Items. | Amount. | | | Amount. | | |
|---|---|---|---|---|---|---|---|
| | | Rs. | ch. | c. | Rs. | ch. | c. |
| 1 | Share capital Individuals<br>Societies | | | | | | |
| 2 | Borrowings from individuals-mimbeers | | | | | | |
| 3 | Do. Do. Non-members | | | | | | |
| 4 | Do. Do. Primary Societies | | | | | | |
| 5 | Do. Do. Financing banks | | | | | | |
| 6 | Do. Do. Government and other Sources | | | | | | |
| 7 | Loans repaid by induvidual members | | | | | | |
| 8 | Loans repaid by societies | | | | | | |
| 9 | Interest received | | | | | | |
| 10 | Sale proceeds | | | | | | |
| 11 | Withdrawals from investments (*a*) | | | | | | |
| | (*a*) | | | | | | |
| | (*b*) | | | | | | |
| 12 | Other items (*a*) Miscellaneous income | | | | | | |
| | (*b*) Due to society | | | | | | |
| | (*c*) Due by society | | | | | | |
| 13 | Total | | | | | | |
| 14 | Opening balance | | | | | | |
| 15 | Grand total | | | | | | |

(To be perforated) along the line.

## XXXI

(*b*) Disbursements.

| Sl. No. | Items. | Amount. | | | Amount. | | |
|---|---|---|---|---|---|---|---|
| | | Rs. | ch | c. | Rs. | ch. | c |
| 1 | Share capital withdrawn (*a*) Individuals<br>(*b*) Societies | | | | | | |
| 2 | Borrowings repaid to individuals-members | | | | | | |
| 3 | Do. Do. Non-members | | | | | | |
| 4 | Do. Do. Primary Societies | | | | | | |
| 5 | Do. Do. Financing Banks | | | | | | |
| 6 | Do. Do. Government and other sources | | | | | | |
| 7 | Loans to individuals | | | | | | |
| 8 | Loans to Societies | | | | | | |
| 9 | Interest paid on loans and deposits | | | | | | |
| 10 | Dividend paid | | | | | | |
| 11 | Bonus paid | | | | | | |
| 12 | Stock bought (purchase of member's products) | | | | | | |
| 13 | Establishment and contigencies | | | | | | |
| 14 | Other items 1<br>2<br>3<br>4 | | | | | | |
| 15 | Carried to reserve | | | | | | |
| 16 | Investments made in 1 A. S. B.<br>2 ... ... ...<br>3 ... ... ... | | | | | | |
| 17 | Total | | | | | | |
| 18 | Closing balance | | | | | | |
| 19 | Grand total | | | | | | |

## XXXI.

(*b*) Disbursements.

| Sl. No. | Items. | Amount. | | | Amount. | | |
|---|---|---|---|---|---|---|---|
| | | Rs. | ch. | c. | Rs. | ch. | c. |
| 1 | Share capital withdrawn (*a*) Individuals<br>(*b*) Societies | | | | | | |
| 2 | Borrowings repaid to individuals—members | | | | | | |
| 3 | Do. Do. Non-members | | | | | | |
| 4 | Do. Do. Primary Societies | | | | | | |
| 5 | Do. Do. Financing Banks | | | | | | |
| 6 | Do. Do. Government and other sources | | | | | | |
| 7 | Loans to individuals | | | | | | |
| 8 | Loans to Societies | | | | | | |
| 9 | Interest paid on loans and deposits | | | | | | |
| 10 | Dividend paid | | | | | | |
| 11 | Bonus paid | | | | | | |
| 12 | Stock bought (purchase of member's products) | | | | | | |
| 13 | Establishment and contingencies | | | | | | |
| 14 | Other items 1 | | | | | | |
| | 2 | | | | | | |
| | 3 | | | | | | |
| | 4 | | | | | | |
| 15 | Carried to reserve | | | | | | |
| 16 | Investments made in 1 A. S. B. | | | | | | |
| | 2 ... ... ... | | | | | | |
| | 3 ... ... ... | | | | | | |
| 17 | Total | | | | | | |
| 18 | Closing balance | | | | | | |
| 19 | Grand total | | | | | | |

(To be perforated) along the line.

## XXXI

(b) Disbursements.

| Sl. No. | Items. | Amount. | | | Amount. | | |
|---|---|---|---|---|---|---|---|
| | | Rs. | ch. | c. | Rs. | ch. | c. |
| 1 | Share capital withdrawn (a) Individuals<br>(b) Societies | | | | | | |
| 2 | Borrowings repaid to individual members | | | | | | |
| 3 | Do. Do. Non-members | | | | | | |
| 4 | Do. Do. Primary Societies | | | | | | |
| 5 | Do. Do. Financing Banks | | | | | | |
| 6 | Do. Do. Government and other sources | | | | | | |
| 7 | Loans to individuals | | | | | | |
| 8 | Loans to Societies | | | | | | |
| 9 | Interest paid on loans and deposits | | | | | | |
| 10 | Dividend paid | | | | | | |
| 11 | Bonus paid | | | | | | |
| 12 | Stock bought (purchase of members's products) | | | | | | |
| 13 | Establishment and contingencies | | | | | | |
| 14 | Other items 1 | | | | | | |
| | 2 | | | | | | |
| | 3 | | | | | | |
| | 4 | | | | | | |
| 15 | Carried to reserve | | | | | | |
| 16 | Investments made in 1 A. S. B. | | | | | | |
| | 2 ... ... ... | | | | | | |
| | 3 ... ... ... | | | | | | |
| 17 | Total | | | | | | |
| 18 | Closing balance | | | | | | |
| 19 | Grand total | | | | | | |

(To be perforated) along the line.

## XXXII. PROFIT AND LOSS ACCOUNT.

### Profit.

| Items. | Amount. | | | Amount. | | |
|---|---|---|---|---|---|---|
| | Rs. | ch. | c. | Rs. | ch. | c. |
| 1. Interest earned | | | | | | |
| 2. Gross profit of sales of goods to members | | | | | | |
| 3. By purchase and sale of member's Products | | | | | | |
| 4. Other items (a) | | | | | | |
| (b) | | | | | | |
| (c) | | | | | | |
| 5. Total | | | | | | |

### Loss.

| Items. | Amount. | | | Amount. | | |
|---|---|---|---|---|---|---|
| | Rs. | ch. | c. | Rs. | ch. | c. |
| Interest paid and due | | | | | | |
| Establishment and contingent charges paid and due | | | | | | |
| Debts written off | | | | | | |
| Depreciation of stock (Trading account only) | | | | | | |
| Other items (a) Provision for bad and doubtful loans | | | | | | |
| (b) Provisions for unrealised interest and penalty | | | | | | |
| (c) | | | | | | |
| (d) | | | | | | |
| Total | | | | | | |
| Net profit + <br> Net Loss— | | | | | | |

## XXXII. PROFIT AND LOSS ACCOUNT.

(To be perforated along the line)

### Profit.

| Items. | Amount. | | | Amount. | | |
|---|---|---|---|---|---|---|
| | Rs. | ch. | c. | Rs. | ch. | c. |
| 1. Interest earned | | | | | | |
| 2. Gross profit of sales of goods to members | | | | | | |
| 3. By purchase and sale of member's Products | | | | | | |
| 4. Other items | | | | | | |
| (a) | | | | | | |
| (b) | | | | | | |
| (c) | | | | | | |
| 5. Total | | | | | | |

### Loss.

| Items. | Amount | | | Amount. | |
|---|---|---|---|---|---|
| | Rs. | ch. | c. | Rs. | ch. |
| Interest paid and due | | | | | |
| Establishment and contingent charges paid and due | | | | | |
| Debts written off | | | | | |
| Depreciation of stock Trading account only) | | | | | |
| Other items | | | | | |
| (a) Provisions for bad doubtful loans | | | | | |
| (b) Provisions for unrealised interest and Penalty | | | | | |
| (c) | | | | | |
| (d) | | | | | |
| Total | | | | | |
| Net profit + | | | | | |
| Net Loss— | | | | | |

## XXXII. PROFIT AND LOSS ACCOUNT

(To be perforated along the line).

| Profit. | | | | | | | Loss. | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Items. | Amount. | | | Amount. | | | Items. | Amount. | | | Amount. | | |
| | Rs. | ch. | c. | Rs. | ch. | c. | | Rs. | ch. | c. | Rs. | ch. | c. |
| 1. Interest earned | | | | | | | Interest paid and due | | | | | | |
| 2. Gross profit of sales of goods to members | | | | | | | Establishment and contingent charges paid and due | | | | | | |
| | | | | | | | Debts written off | | | | | | |
| 3. By purchase and sale of member's Products | | | | | | | Depreciation of stock (Trading account only) | | | | | | |
| 4. Other items | | | | | | | Other items | | | | | | |
| (a) | | | | | | | (a) Provision for bad doubtful loans | | | | | | |
| (b) | | | | | | | (b) Provisions for unrealised interest and penalty | | | | | | |
| (e) | | | | | | | (c) | | | | | | |
| | | | | | | | (d) | | | | | | |
| 5. Total | | | | | | | Total | | | | | | |
| | | | | | | | Net profit + | | | | | | |
| | | | | | | | Net Loss— | | | | | | |

## XXXIII. BALANCE SHEET—ASSETS AND LIABILITIES AS ON THE LAST DAY OF EDAVOM ……

| Items. | Rs. | ch. | c. | Rs. | ch. | c. |
|---|---|---|---|---|---|---|
| (*a*) ASSETS. | | | | | | |
| 1. Cash in (*a*) hand | | | | | | |
| (*b*) bank | | | | | | |
| 2. Other investments (*a*) | | | | | | |
| (*b*) | | | | | | |
| (*c*) | | | | | | |
| 3. Loans due by individuals (*a*) considered good…… | | | | | | |
| (*b*) Doubtful. | | | | | | |
| 4. Do. Do. Societies (*a*) Considered good. | | | | | | |
| (*b*) Doubtful. | | | | | | |
| 5. Interest due | | | | | | |
| 6. Value of stock in hand (only trading account) | | | | | | |
| 7. Other items (*a*) Furniture | | | | | | |
| (*b*) Buildings and property | | | | | | |
| (*c*) Library | | | | | | |
| (*d*) Adjusting heads | | | | | | |
| Total ... | | | | | | |
| (*b*) LIABILITIES. | | | | | | |
| 1. Borrowings from individual members | | | | | | |
| 2. Do. Do. non-members | | | | | | |
| 3. Do. from Primary Societies | | | | | | |
| 4. Do. Do. Financing banks | | | | | | |
| 5. Do. Government and other Sources | | | | | | |
| 6. Share capital | | | | | | |
| 7. Reserve Fund | | | | | | |
| 8. Other funds of the society | | | | | | |
| 9. Due by society (*a*) Interest | | | | | | |
| (*b*) Dividend | | | | | | |
| (*c*) Undistributed profits | | | | | | |
| 10. Cost of management due | | | | | | |
| 11. Other items (*a*) | | | | | | |
| (*b*) | | | | | | |
| (*c*) | | | | | | |
| (*d*) | | | | | | |
| Total ... | | | | | | |
| Profit + | | | | | | |
| Loss — | | | | | | |

## XXXIII. BALANCE SHEET—ASSETS AND LIABILITIES AS ON THE LAST DAY OF EDAVOM ... ... ...

(To be perforated) along the line.

| Item. | Rs. | ch. | c. | Rs. | ch. | c. |
|---|---|---|---|---|---|---|
| (a) ASSETS. | | | | | | |
| 1. Cash in (a) hand | | | | | | |
| (b) bank | | | | | | |
| 2. Other investments (a) | | | | | | |
| (b) | | | | | | |
| (c) | | | | | | |
| 3. Loans due by individuals (a) considered good ... | | | | | | |
| (b) Doubtful. | | | | | | |
| 4. Do' Do. Societies (a) considered good. | | | | | | |
| (b) Doubtful. | | | | | | |
| 5. Interest due | | | | | | |
| 6. Value of stock in hand (only trading account) | | | | | | |
| 7. Other items (a) Furniture | | | | | | |
| (b) Buildings and property | | | | | | |
| (c) Library | | | | | | |
| (d) Adjusting heads | | | | | | |
| Total ... | | | | | | |
| (b) LIABILITIES. | | | | | | |
| 1. Borrowings from individual members | | | | | | |
| 2. Do. Do. non-members | | | | | | |
| 3. Do. from Primary Societies | | | | | | |
| 4. Do. Do. Financing banks | | | | | | |
| 5. Do. Government and other Sources | | | | | | |
| 6. Share capital | | | | | | |
| 7. Reserve Fund | | | | | | |
| 8. Other funds of the society | | | | | | |
| 9. Due by society (a) Interest | | | | | | |
| (b) Dividend | | | | | | |
| (c) Undistributed profits | | | | | | |
| 10. Cost of management due | | | | | | |
| 11. Other items (a) | | | | | | |
| (b) | | | | | | |
| (c) | | | | | | |
| (d) | | | | | | |
| Total ... | | | | | | |
| Profit + | | | | | | |
| Loss — | | | | | | |

## XXXIII. BALANCE SHEET—ASSETS AND LIABILITIES AS ON THE LAST DAY OF EDAVOM ........

| Item. | Rs. | ch. | c. | Rs. | ch. | c. |
|---|---|---|---|---|---|---|
| (*a*) ASSETS. | | | | | | |
| 1. Cash in (*a*) hand | | | | | | |
| (*b*) bank | | | | | | |
| 2. Other investments (*a*) | | | | | | |
| (*b*) | | | | | | |
| (*c*) | | | | | | |
| 3. Loans due by individuals (*a*) considered good... | | | | | | |
| (*b*) Doubtful. | | | | | | |
| 4. Do. Do. Societies (*a*) considered good. | | | | | | |
| (*b*) Doubtful. | | | | | | |
| 5. Interest due | | | | | | |
| 6. Value of stock in hand (only trading account) | | | | | | |
| 7. Other items (*a*) Furniture | | | | | | |
| (*b*) Buildings and property | | | | | | |
| (*c*) Library | | | | | | |
| (*d*) Adjusting heads | | | | | | |
| Total ... | | | | | | |
| (*b*) LIABILITIES. | | | | | | |
| 1. Borrowings from individual members | | | | | | |
| 2. Do. Do. non-members | | | | | | |
| 3. Do. from Primary Societies | | | | | | |
| 4. Do. Do. Financing banks | | | | | | |
| 5. Do. Government and other Sources | | | | | | |
| 6. Share capital | | | | | | |
| 7. Reserve Fund | | | | | | |
| 8. Other funds of the society | | | | | | |
| 9. Due by society (*a*) interest | | | | | | |
| (*b*) Dividend | | | | | | |
| (*c*) Undistributed profits | | | | | | |
| 10. Cost of management due | | | | | | |
| 11. Other items (*a*) | | | | | | |
| (*b*) | | | | | | |
| (*c*) | | | | | | |
| (*d*) | | | | | | |
| Total ... | | | | | | |
| Profit + | | | | | | |
| Loss — | | | | | | |

(To be perforated) along the line.

Office of the Assistant Registrar of
Co-operative Societies,

Place.

Date. 19

**M.** R. Ry.

Assistant Registrar of Co-operative Societies,

……………………………

## AUDIT CERTIFICATE.

The accounts of the Co-operative Credit Society, No. affiliated to the Union in the taluk of Division for the year 19 —19 as audited by Inspector M. R. Ry. are passed. The statements of receipts and disbursements, assets and liabilities and profit and loss are appended.

2. The year of audit is the year of the society's working. There were members on the rolls on the last day of the year.

3. The demand and overdue balances under several heads were as shown below.—

| | Due by the Society. | | | Due to the Society. | |
|---|---|---|---|---|---|
| | Demand. | Overdue. | | Demand. | Overdue. |
| | Rs. Ch. C. | Rs. Ch. C. | | Rs. Ch. C. | Rs. Ch. C. |
| For $\frac{\text{Central}}{\text{Taluk}}$ Bank Shares. | | | Member's share capital | | |
| ,, Borrowings :— | | | Loans to members :— | | |
| (i) Principal | | | (i) Principal | | |
| (ii) Interest | | | (ii) Interest | | |

4. The society $\frac{\text{earned for the year a net profit of Rs.}}{\text{sustained in the year a net loss of Rs.}}$

Under bye-law No the net profits should be distributed as follows :—

Rs Ch. C.

(i) One-$\frac{\text{fourth}}{\text{half}}$ should be carried to Reserve Fund.

(ii) The balance may be distributed as per byelaw 55.

5. The amount to be remitted to the Taluk/Central Co-operative Bank on account of Reserve fund amounts to Rs Ch. C. as shown below :—

Rs. Ch. C.

(a) Due for the year under audit

(b) Due from previous year's profits including arrears, unallotted and undisbursable. accounts.

(c) Total demand

Deduct.
(*d*) Excess in Reserve Fund.
(*f*) Total.
(*g*) Net amount for remittance (*c*) —(*d*).

6. The supervision fund as shown below should be remitted at once to the Union/ Bank.

Arrears of previous years

Amount to be paid on account of the transactions of the year under audit.

Total.

7. Audit fees levied by the Registrar.

8. The society is classed as—

Assistant Registrar.

Office of the Assistant Registrar of
Co-operative Societies.

Place

Date. 19.

M. R. Ry.

Assistant Registrar of Co-operative Societies,

…………… …………

## AUDIT CERTIFICATE.

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2. The year of audit is the year of the society's working. There were members on the rolls on the last day of the year.

3. The demand and overdue balances under several heads were as shown below.—

| Due by the Society. | *Demand.* | *Overdue.* | Due to the Society. | *Demand* | *Overdue.* |
|---|---|---|---|---|---|
| | Rs. Ch. C. | Rs. Ch. C. | | Rs. Ch. C. | Rs. Ch. C. |
| For Cenical/taluk Bank Shares. | | | Member's share capital | | |
| " Borrowings:— | | | Loans to members.— | | |
| (i) Principal | | | (i) Principal | | |
| (ii) Interest | | | (ii) Interest | | |

4. The socitty earned for the year a net profit of Rs.
sustained in the year a net loss of Rs.

Under by-laws No, the net profits should be distributed as follows.— Rs. Ch. C.

(i) One $\frac{\text{fourth}}{\text{half}}$ should be carried to Reserve Fund

(ii) The balance may be distributed as per byelaw 55.

5. The amount to be remitted to the Taluk/Central Co-operative Bank on account of Reserve fund amounts to Rs. Ch. C. as shown below.— Rs. Ch. C.

(a) Due for the year under audit
(b) Due from previous year's profits including arrears, unallotted and undisbursable accounts.
(c) Total demand...
Deduct
(d) Excess in Reserve Fund ...
(f) Total.
(g) Net amount for Remittance (c)—(d)

6. The supervision Fund as shown below should be remitted at once to the Union Bank.
Arrears of previous years. ...
Amount to be paid on account of the transactions of the year under audit.
Total

7. Audit fees levied by the Registrar,

8. The society is classed as—

*Assistant Registrar,*

Office of the Assistant Registrar of
Co-operative Societies,

Place.

Date. 19

M. R. Ry.

Assistant Registrar, of Co-operative Societies,

.....................................

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The accounts of the Co-operative Credit Society No. affiliated to the Union in the taluk of Division for the year 19 --19 as audited by Inspector M. R. Ry. are passed. The statements of receipt and disbursements, assets and liabilities and profit and loss are appended.

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|---|---|---|---|---|---|
| | Rs. Ch. C. | Rs. Ch. C. | | Rs. Ch. C. | Rs. Ch. C. |
| For Central/taluk Bank Shares, | | | Member's share capital | | |
| ,, Borrowings:— | | | Loans to members:- | | |
| (i) Principal | | | (i) Principal | | |
| (ii) Interest. | | | (ii) Interest | | |

4. The society earned for the year a net profit of Rs. / sustained in the year a net loss of Rs.

Under by-law No. the net profits should be distributed as follows.—

Rs. Ch. C.

(i) One fourth/half should be carried to Reserve Fund...

(ii) The balance may be distributed as per byelaw 55.

To be perforated.

5. The amount to be remitted to the Taluk/Central Co-operative Bank on account of Reserve fund amounts to Rs. Ch. C. as shown below.—

Rs. Ch. C.

(a) Due for the year under audit. ...
(b) Due from previous year's profits including arrears, unallotted and undisbursable, accounts.
(c) Total demand ...
Deduct.
(d) Excess in Reserve Fund ...
(f) Total.
(g) Net amount for remittance (c) –(d).

6. The supervision Fund as shown below should be remitted at once to the Union Bank.

Arrears of previous years. ...
Amount to be paid on account of the transactions of the year under audit,
Total.

7. Audit fees levied by the Registrar.

8 The society is classed as –

*Assistant. Registrar.*

## AUDIT REPORT.

For the year ...

(Confidential.)

*Note.*—1. To be kept in the form of a Confidential Register by the Auditor and a copy of the entries sent to the Registrar/Asst. Registrar with the audit notes.

2. The questions noted in the annexure may be answered in the public notes in general terms. Only adverse comments of a personal character or other remarks of a confidential nature should be given in this part.

(1) Number and name of the society.

(2) Name of the local Union

(3) Date of audit.

### *Management.*

1. (a) Do the Committee members take interest in the work of the society?

(b) Do they meet and discuss questions placed before them

(c) Do all of them, particularly the President and the Secretary, understand their duties and responsibilities?

2. (a) Give the names of the Committee members.

(b) What are the impressions of the auditor in regard to their work and conduct?

(c) Do they conduct the work of the society as a body or is the work being done by one or two among them, the rest being content with what is done by the others?

3. Was there any fictitious loan to reduce cash balance? Give details.

### *General*

4. Give your opinion as to the general working of the society.

5. State any points not noted in part A and about which you think mention should be made.

Station.

**Date.** **Signature.**

# AUDIT REPORT.

## FOR THE YEAR.

(Confidential).

*Note*:—1. To be kept in the form of a Confidential Register **by the** Auditor and a copy of the entries sent to the Registrar/Asst. Registrar with the audit notes.

2. The questions noted in the annexure may be answered in the public notes in general terms. Only adverse comments of a personal character or other remarks of a confidential nature should be given in this part.

(1) Number and name of the society.

(2) Name of the local Union.

(3) Date of audit.

*Management.*

1. (*a*) Do the Committee members take interest in the work of the society?

(*b*) Do they meet and discuss questions placed before them

(*c*) Do all of them, particularly the President and the Secretary, understand their duties and responsibilities?

2. (*a*) Give the names of the Committee members,

(*b*) What are the impressions of the auditor in regard to their work and conduct?

(*c*) Do they conduct the work of the society as a body or is the work being done by one or two among them, the rest being content with what is done by the others?

3. Was there any fictitious loan to reduce cash balance? Give details.

To be perforated.

*General.*

4. Give your opinion as to the general working of the society.

5. State any points not noted in part A and about which you think mention should be made.

Station.

Date.

Signature.

# AUDIT REPORT.

## FOR THE YEAR.

(Confidential).

Note;—1. To be kept in the form of a Confidential Register by the Auditor and a copy of the entries sent to the Registrar/ Asst. Registrar with the audit notes.

2. The questions noted in the annexure may be answered in the public notes in general terms. Only adverse comments of a personal character or other remarks of a confidential nature should be given in this part.

To be perforated.

(1) Number and name of the society.
(2) Name of the local Union.
(3) Date of audit.

*Management.*

1. (*a*) Do the Committee members take interest in the work of the society?

(*b*) Do they meet and discuss questions placed before them?

(*c*) Do all of them, particularly the President and the Secretary, understand their duties and responsibilities?

2. (*a*) Give the names of the Committee members.

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3. Was there any fictitious loan to reduce cash balance? Give details.

*General.*

4. Give your opinion as to the general working of the society.

5. State any points not noted in part A and about which you think mention should be made.

**Station.**

**Date.**

Signature

# APPENDIX VII.

## INSTRUCTIONS TO INSPECTORS (VIDE CHAPTER.)

### The Annual Audit.

1. An auditor's primary duty is to audit the societies in his circle. Each society must be audited at least once a year (see Section 22 of the Act). For this a printed form has been prepared. It should be filled up with care. No one can hope to be considered a good Auditor whose audit work is not accurate and thorough.

2. In auditing special attention should be paid to the following points:—

(1) The figures in the balance sheet must be compared with the corresponding items in the ledger, and in the case of the following items the comparison must be made with the cash books as well as with the ledger,—

(*a*) Loans due,
(*b*) Loans overdue,
(*c*) Shares,
(*d*) Deposits,

(Loans due to the Taluk/Central Bank or Union.

(2) The balance sheet should be explained to the committee and the general features of the audit note to the members. For this purpose a general meeting should be held on the evening of the last day of the audit.

(3) Any security held by the society, e. g, Cash Certificates, Dedosit Receipts, should be examined to see if they are in order and in roper custody.

(4) The society's cash balance should of course be verified. If there is any deficit, a registered notice of demand should be issued to the person concerned and the case reported forthwith to the Officer concerned. This procedure should always be followed whenever a deficit is discovered and is not at once made good.

(5) The comparison of pass books with the ledger is of special importance. As many as possible should be compared. This should be done in the presence of the members concerned, who should have their accounts explained to them.

(6) A certain number of sureties should be questioned to ascertain whether they understand the obligations and to prevent the giving of security becoming a mere formality.

3. No audit is complete unless some teaching is given. Apart from general co-operative teaching the Inspector should see that the committee understand,

(a) the use of the property statement;

(b) their responsibility for any loss sustained through acts contrary to the law, the rules and the bye-laws;

(c) the importance of prompt action against persistent defaulters,

(d) how to fix instalments for repayment, and

(e) that misapplied loans should be recalled.

4. The audit note should be sent to the Registrar. A copy should also be given to the society, which should have a separate file for its annual audit notes.

5. The Inspector is responsible that in every society the property statement is correct and up to date. It is primarily the duty of the committee to prepare and revise it once a year, but the Inspector should give what assistance is required and should in any case check the entries. This can best be done at the annual audit, and at the general meeting following the audit the limit fixed for each member should be read out. Any member who is dissatisfied with the assessment of his maximum credit as finally approved at the general meeting should be told that he can bring the matter before the Inspector.

6. In assessing a member's maximum credit it is not sufficient to estimate how much a person of his worth can repay. It must also be considered how much a person of his character is likely to repay without pressure. Thus a man's maximum credit should be governed more by the degree of his industry and the nature of his dealings with the society than his actual value of his property. The best way to judge the former is to examine his ledger.

7. Except where there is outside income a member's maximum credit should not exceed the following limits;

(a) 50 times the land revenue payable on land which he both owns and possesses: plus

(b) 25 times the land revenue payable on land of which a member is in possession with ownership; whether as mortgage, occupancy tenant, tenant-at-will, or in any other capacity.

If land is mortgaged with possession to another, or if another person is an occupancy tenant or if for any other reason the owner is not enjoying any share of the produce no account should be taken of the revenue payable upon that area.

8. Within these limits the committee should be encouraged to exercise the fullest discretion, but in no case should it be assumed that a member is entitled as of right to borrow up to the prescribed limit.

9. Any member who requires an extraordinary loan for the redemption of land, repayment of a money-lender's debt, or a marriage, etc., should apply to the Inspector for special sanction to exceed his limit, stating why he needs the loan, how he proposes to repay it, and what security he offers.

*Recoveries.*

10. After the preparation of the property statement a further visit may be required to assist in recoveries. Ordinarily A and B societies

should be left to make their own recoveries unaided. This will be a good test of their ability to manage their own affairs.

### *Proceedings against members.*

11. When a society has decided to proceed against a member, the Inspector should lose no time in instructing the necessary reference to arbitration.

12. All reasonable assistance should be given in the execution of decrees, and societies should be strongly recommended to expel any member against whom an award has to be executed.

13. Unnecessary delay is apt to occur at every stage of society's proceedings against its members. An Inspector should do his utmost to prevent this. An arbitrator who fails to arbitrate within a reasonable time should be reported to the Inspector.

### GENERAL MEETINGS.

14. In addition to the general meeting held at the annual audit there should be one after each harvest unless the former takes the place of one of the latter. The Inspector should attend these meetings. Opportunity should be given for the ventilation of grievances. Disputes should be settled. Members, who have failed to keep their promise should be dealt with. The advice given in inspection notes should be brought to the notice of meeting. If the society refuses to follow the advice given on any point, the fact should be noted in the proceedings book with a brief explanation of its reasons.

### TOURING.

15. A diary must be submitted fortnightly.

16. An Inspector should try and meet every member of every society within his circle at least once a year to verify his pass book and property statement. At each visit he should check as many pass books as possible.

17. Members who persistently fail to appear at an Inspector's visit should be visited at their houses. If they take no interest in the society their expulsion should be recommended. It is important that all undesirable members should be expelled. An Inspector who knows his Circle well, will be able to give societies useful advice on this point.

### PROPAGANDA.

18. A good Inspector will not be satisfied until every village in his circle with suitable material has a co-operative society of one kind or another. A society cannot however, be opened as a result of a single visit. For the credit society at least three visits will be required, the first to explain the general principles of co-operation the second to explain the practical working of a society and the third to form the society For a non-credit society more visits will probably be required, At least a fortnight should elapse between each visit, so that the proposal can be fully discussed in the village. An Inspector who takes trouble before a

society is started will save himself much trouble afterwards. The most important point in starting a new society is that no undesirable member should be included. The Inspector must, therefore, know the village well before proposing registration.

### GENERAL

19. An Inspector must supervise the work of all Secretaries especially of all paid Secretaries. He is responsible that they do their work properly.

20. Any misconduct on the part of a Secretary or Officer of the society in the conduct of its affairs should be reported at once to the Assistant Registrar.

21. Only the purpose of each visit should be entered in the society's proceedings book with a brief note of any special business transacted. Lengthy notes should be avoided.

22. Finally, it should be an Inspector's object not merely to discharge his duties efficiently, but to become the friend and helper of every co-operator in his circle. As such his opportunities for doing good will be innumerable and in time he may well come to be the most influential man in the neighbourhood.

## APPENDIX VIII.

### INSPECTION NOTE.

Name of Institution……………

Date of inspection……………

Date of last inspection……………

1. State if there is any substantial increase or decrease of any items constituting the working capital and give reasons for it.

2. What is the share capital? Give details according to the different classes of share-holders.

3. Are there any arrears of share capital? If so what steps are being taken for its recovery

4. Are the registers of shares, share-holders and transfers of shares up to date? Have the issue of new shares and transfer of shares been properly sanctioned?

5. What is the amount of deposits? If there is any considerable increase or decrease, give reasons.

6. State briefly transactions in which the deposit rules have been overlooked.

7. Have all the prescribed books and registers been properly kept? Are they up-to-date?

8. What is the total amount of loans outstanding against societies?

9. What is the total amount of loans advanced during the month State briefly the case of delays, or serious irregularities or other objectionable things.

Are the pro-notes and agreements correctly obtained for all loans granted to societies during the month and are all pro-notes correctly renewed on the 30th Edavom.

10. State the amount due from societies during the month. State total recoveries from societies during the month.

11. State the amount of overdues and steps taken for their collection.

12. State the amount due from societies under awards and amount collected.

In what cases proper action has not been taken.

13 State amount due from societies under Liquidation and recoveries made

In what cases proper action has not been taken ?

14. What was the amount of bad and doubtful debts at the beginning of the year and what progress has been made in their recovery till the date of inspection ? Also state the recoveries made during the month.

15. State the number of audit notes of societies pending in the office.

Are they being attended to properly ?

16. Has the cash balance been properly struck in the cash book every day and are the daily cash balances of the cash book signed by the honorary secretary or by other officer authorised to do so ? Does it agree with the Treasurer's pass book ? Has the latter been signed by the Treasurer ?

17. How many applications for 'new societies were received during the month and how were they disposed of ?

18. How many societies were reorganized during the month ?

19. How many societies were brought undor Liquidation and under award during the month ?

20. Have tour programmes of the field staff for the last month been properly fixed ? Have they been properly followed ? Was the touring sufficient ?

21. Is any part of the reserve fund of the bank or that of societies still held by the bank ?

If so, why ?

Give details.

22. State if the monthly meeting of the staff was held during the month.

23. State briefly any matters of importance dealt with in the meetings of the bank held during the month.

24. State the number of meetings held during the month.

25. Has the bank submitted punctually all the periódical returns which were due for submission during the month ?

26. Are there any important matters, pointed out in the previous inspection or audit notes of societies and central bank which have remained unattended?

27. Have monthly meetings of the working committee and half-yearly meetings of the directors been properly called for and attended to by the directors, and are their proceedings regularly written and signed by the honorary secretary and President?

28. Are all payments of deposits and their interest, etc., and contingent and other charges properly supported by stamped receipts and vouchers etc., and sanctions for payments where necessary duly obtained by the bank officials?

29. Have you any general remarks to offer on matters of importance not dealt with above?

*N. B.* Only relevant questions need be answered.

## Part II.

### MODEL BYE-LAWS.

I. College Co-operative Stores Ltd.
II. School Co-operative Stores Ltd.
III. Dairy Society Ltd.
IV. Cattle Breeding Society Ltd.
V. House Building Society Ltd.
VI. Better Living Society Ltd.
VII Thrift Society Ltd.
VIII. Industrial Society Ltd.
IX. Poultry Society Unlimited.
X. Credit Society Unlimited (Malayalam).
XI. Credit Society Limited (Do.)
XII. Supervising Union Limited (Do.)
XIII. Weavers Society Limited (Do.)
XIV. Distributive Society Ltd. (Do.)
XV. Marketing Society Limited (Do.)

# BYE-LAWS

OF

COLLEGE

CO-OPERATIVE STORES LTD., No.

## NAME, CONSTITUTION AND ADDRESS.

COLLEGE

Co-operative Stores, Ltd., No. is registered as a Co-operative Society under the Co-operative Societies Act V of 1112. Its address shall be.... ...Its operations shall be confined to College.

## OBJECTS.

2. The objects of the society are :—

(*a*) the encouragement of thrift and self help;

(*b*) the purchase of books, stationery and other articles required by members and associates, the carrying on, in common for the benefit of members of the society, of the trade of general dealers and the establishment and the conduct on co-operative principles of such other lines of work or departments of business as may from time to time be resolved upon by the general body of members;

(*c*) the dissemination of the knowledge of co-operative principles and their realization as far as practicable; and

(*d*) the doing of all such other things as are incidental or conducive to the attainment of the above subjects.

## MEMBERSHIP.

3. The liability of the members of the Society shall be limited to the share capital subscribed by them.

4. The capital of the society shall for the present be Rs. made up of shares of Re. each. The value of each share shall be paid in one lump sum on allotment.

5. (*a*) Any student of the college, any member of the college staff or establishment employed in the college, and any past member of the staff over 18 years of age who is competent to contract, shall be eligible for admission as a member; but no person can claim admission as a matter of right.

(*b*) Any student below 18 years of age may be admitted as an associate on payment of a sum of 7 Chs. 2 cash as entrance fee. He is eligible to purchase from the stores and to receive bonus on purchases, but will not enjoy the privileges of membership.

6. Applications for admission as members or associates and for allotment of shares shall be made to the Secretary in the form prescribed by the society for the purpose. Every such application shall be disposed of by the Board of Directors who shall have power to grant admission or to refuse it without assigning reasons.

7. Every member shall take at least one share, but no member shall take more than     shares. Every member shall pay an entrance fee of 2 chuckrams for each share taken by him at the time of taking the share provided that the total payment of entrance fees by any one member for all the shares held by him shall not exceed rupee one.

8. No member shall be permitted to withdraw any of the shares held by him in the society within one year after the date when such shares were taken by him. When a member withdraws shares under this bye-law, he shall be paid back the share capital actually paid by him with the dividend, declared, if any.

9. Should a member cease to be eligible for membership either on account of the removal from the college or for any other cause, the society shall remove his name from the list of members and shall pay back within a reasonable period to such member the share capital actually paid by him with the dividend declared, if any, after deducting therefrom the money if any, due from him to the society.

10. (i) If a member dies his membership shall *ipso facto* cease.

(ii) (a) Every member of the society may nominate any person to succeed, in the event of his death, to his share or interest in the society. Such nomination shall, in the event of his death, be given effect to by the society provided :—

(1) the nomination was signed by the deceased in the presence of at least two witnesses attesting the same ;

(2) the nomination has been registered in the books of the society kept for the purpose ; and

(3) the person nominated shall have been admitted by the Board of Directors as a member of the society under bye-law 6.

(*b*) In the event of there being no person nominated by the deceased and entitled to succeed to his share or interest in the society, the heir or legal representative of the deceased or any person nominated by such heir or legal representative within one month of the death of the deceased member, shall be entitled to succeed thereto provided such heir or legal representative or his nominees shall have been admitted by the Board of Directors as a member of the society under byelaw 6.

(*c*) In the event of there being no person entitled to succeed under clause (*a*) or (*b*) of this byelaw to the share or interest of a deceased member of the society, the society shall pay to the nominee of the deceased or to his heir or legal representative, as the case may be, a sum representing the deceased member's share or interest at the time of his death ascertained in accordance with the byelaws of the society.

11. (i) A past member shall be liable, as provided in bye-law 3, for the debts due by the society as they existed on the date when the ceased to be a member for a period of two years from such date.

(ii) The estate of a deceased member shall be liable, as provided in bye-law 3, for debts due by the society as they existed on the date of his decease, for a period of one year after his decease.

12. No member shall be permitted to transfer his share or shares or create a charge in respect of the same in favour of another member or person except with the previous sanction of the Board of Directors.

13. With the sanction of the Board of Directors a member may at any time increase the number of shares held by him so as not to exceed the limit of shares laid down in bye-law 7.

14 It shall be competent to the Board of Directors to borrow funds by way of deposits or otherwise either from members or persons other than members or from other Co-operative societies registered under the Co-operative Societies Act provided first that the interest payable shall not exceed 6 percent per annum except with the sanction of the Registrar and secondly that the total amount so borrowed shall not at any time exceed four times the paid up share capital of the society.

### MANAGEMENT.

15. Subject to such resolutions as the general body may from time to time pass, the executive management of the affairs of the society shall vest in a Board of Directors. The Board of Directors shall consist of (1) the Principal of the college if he is a member or the senior member of the staff on the general body, who shall be ex-officio President, (2) a Vice President, a Secretary who shall both be members of the staff and four other members elected by the general body.

16. The Board of Directors shall meet once a quarter, or oftener if necessary, to conduct the affairs of the society. No decision of the Board of Directors shall be valid unless it is assented to by at least four members.

17. The Vice-President, the Secretary and the Board of Directors shall be elected once a year by the general body. Members of the Board of Directors shall continue in office after the expiry of their term of office until by election another board is constituted. A retiring member of the Board of Directors shall be eligible for re-election. with the sanction of the Registrar. Interim vacancies on the Board of Directors may be filled up by the remaining members of the Board by co-option.

18. Subject to such resolutions as the Board of Directors may from time to time pass, the several officers of the society shall have the powers mentioned below :—

(a) The President shall have a general control over all the affairs of the society and shall ex-officio be the treasurer and shall have the custody of all the properties of the Society. He shall have power to appoint and dismiss any member of the establishment.

(b) The Vice-President shall have such powers and duties as the President may from time to time delegate to him.

(c) The Secretary shall be responsible for the executive administration of the society subject to the control of the President. He shall also have power to fine or suspend any member of the establishment.

(*d*) The Secretary shall be the officer to sue or be sued on behalf of the society and all documents in favour of the society shall be in the name of the President.

19. All transacsions of the society by way of sale shall strictly be on the ready-money system.

20 Receipts shall be issued for all moneys paid to the society. For moneys paid by members the receipt shall be signed by the President, Vice-President or the Secretary whoever is elected by the Board of Directors to discharge this function.

21. It shall be the duty of the Board of Directors to maintain such accounts and registers as are prescribed by rules under the Act and by the Registrar from time to time, to place before a general body meeting of the members the Registrar's notes of audit or inspection within one month from the date of receipt, to correspond with the Registrar and to do all other business relating to the society.

22. The Board of Directors shall have power to prescribe from time to time the scale of office establishment and to incur such expenditure as may be necessary for the management of the society with reference to the scale and within the budget sanctioned by the general body for each year. It shall be competent to the secretary to incur petty contingent expenditure subject to a maximum of Rs. 5 in a month.

23. The Board of Directors shall be competent to fix the amount and nature of the security, if any, to be given by the office establishment.

24. It shall be competent to the Board of Directors to frame subsidiary bye-laws for the conduct of the business of the society consistent with the Act, the rules under the Act and these bye-laws. Such subsidiary bye-laws shall be entered in the minute book of the society and they shall be reported to the Registrar of Co-operative Societies for approval.

25. The services of the members of the Board of Directors shall be gratuitous.

### GENERAL BODY.

26. The ultimate authority in all matters relating to the administration of the society shall be the general body of members who shall meet from time to time and at least once a year to conduct the work of the society. The following among other matters shall be dealt with by the general body :—

(i) the election and removal of the Board of Directors except the President ;

(ii) the annual report due to the Registrar of Co-operative Societies ,

(iii) the Registrar's annual audit certificate ;

(iv) the amendment or repeal of any existing byelaw or the enactment of new byelaw ;

(v) the expulsion of a member ; and

(vi) the returns that may be prescribed by the Government and the Registrar.

27. A meeting of the general body of the members may be convened, whenever necessary, for the conduct of the business by the Board of Directors and shall be so convened by the Board of Directors at the request of fifteen or more members or at the instance of the Registrar.

28. It shall be the duty of every member to attend the meetings of the general body. The quorum for a general body meeting shall be 15 or one-fourth of the total number of members on the list at the time, whichever is less. Associates may attend the general body meeting and take part in the discussions but they are not entitled to vote.

29. The President, when present, shall preside at the meetings of the general body. In his absence the Vice-President shall preside at the meeting. Every member present shall have one and only one vote. All questions shall be decided by a majority of votes of the members present and voting. When votes are equal, the chairman of the meeting shall have a casting vote.

30. Three days' notice shall ordinarily be given to members before a meeting of the general body is convened.

31. If a member deceives the society in any way, or if his general conduct is such as to render his removal necessary in the interests of the society, it shall be open to the general body to expel such member. An expelled member shall be paid all moneys due to him from the society, after deducting therefrom any money due from him to the society. A member who drives the society to Court to recover the money due from shall for that reason, be expelled from membership. An expelled member shall be liable, as provided in bye-law 3 for the debts due by the society as they stood on the date of his expulsion, for a period of 2 years after such expulsion.

32. The general body shall have authority to affiliate the society to any co-operative union or other supervising body (with suitable jurisdiction) that may be registered by the Registrar or that is working in the neighbourhood of the society. Towards the expense of such union the society shall contribute such sum as is fixed by the governing body of the union. If any dispute arises between the society and the union in regard to the amount levied, the matter shall be referred to Registrar and his decision shall be final,

## TRADE.

33. The society shall carry on such wholesale and retail trade as may from time to time be decided on by the Board of Directors, provided however (*a*) that no new trade shall at any time be undertaken by the society except with the previous sanction of the Registrar ; and (*b*) that all special purchases be made on previous indents obtained from members and associates and that if the Board of Management so decide that indents should be accompanied by at least 25 per cent of the approximate value of the articles indented for.

34. The Board of Directors may, subject to the sanction of the Registrar and subject to such conditions as he may impose from time to

time, empower the Secretary to buy from and sell to any co-operative society registered under the Co-operative Societies Act V of 1112 such commodity or commodities as they may specify.

35 At the end of each quarter stock shall be taken and necessary depreciation allowed for by the Board of Directors.

### PROFITS.

36. The net profits of the society as declared by the Registrar of Co-operative Societies year after year shall be disposed of by the General Body as shown below :—

(i) one-tenth shall be carried to the reserve fund ;
(ii) Out of the remainder a dividend not exceeding 7 1/2 per cent per annum shall be paid on the paid-up share capital held by each member.
(iii) a sum not exceeding 7 1/2 percent. of the net profits may be carried to the credit of a common good fund for the general benefit of members ;
(iv) a bonus at a rate to be fixed by the general body on the recommendation of the Board of Directors shall be divided among the members and associates according to the amount of purchases made by them during the year : and
(v) the balance, if any, shall be carried to the reserve ,

All undisbursable and indivisible profits shall be added to the reserve fund.

### RESERVE FUND.

37. (1) The reserve fund shall belong to the society as a whole and is intended to meet unforeseen losses. No member can claim a share in it. It shall be invested in such manner as the Registrar of Co-operative Societies prescribe and shall not be drawn upon except with his sanction.

(2) On the dissolution of the society the reserve fund and other funds contributed by it under provisions of its byelaws shall be applied

(i) to discharging such liabilities of the society as may remain undischarged after the enforcement in full of the liability of the members of the society ;
(ii) to the repayment of the Share capital paid-up, and
(iii) to the payment of dividend upon such share capital at a rate not exceeding 7 1/2 per cent per annum for any period or periods for which no dividend has been paid.

(3) Such portion of these funds as shall remain after payments mentioned in sub-clause (2) shall be applied to such local objects of public utility as may be selected by the general body and approved of by the Registrar. If within three months of the final closing up of the society the general body fails to make any selection that is approved of by the Registrar, the latter may use the above mentioned portion of the funds in supporting other co-operative societies in neighbourhood or shall place the same on interest or otherwise with some co-operative

bank until a new co-operative society with a similar area of operations is registered in which event the funds shall be credited to the reserve fund of such society.

## MISCELLANEOUS.

38. No amendment to, alteration in, or cancellation of a bye-law nor the enactment of a new bye-law shall be made except at a general meeting of the members or shall take effect until it shall have been approved by the Registrar.

39. Should any doubt arise as to the construction of the Act, the Rules thereunder, or any bye-law, the Board of Directors shall refer the same to the Registrar of Co-operative Societies for advice and act according to his advice.

40. The society shall prepare annually in such form as may be prescribed by the Registrar, (*a*) a statement showing the receipts and disbursements for the year, (*b*) a profit and loss account, (*c*) a balance sheet, and (*d*) such other statements as may be prescribed by the Registrar. These statements shall be made up to the last date of Edavom and a copy of each shall be sent to the Registrar within fifteen days after the close of the co-operative year ending Edavom. After the Registrar has verified the statements and granted his audit certificate, the society shall publish such of the prescribed statements as he may direct in the manner prescribed by him.

41. In the case of a dispute touching the business of the Society between members or past members of the society, or persons claiming through a member or past member, or between a member or past member or persons so claiming and the board of Directors, a reference in writing may be made by any party to the Registrar. Similarly, in the case of a dispute relating to a debt due to the society by a member or past member or persons claiming through a member or past member, a reference in writing may be made by either party to the Registrar. The Registrar shall have power, on receipt of such reference, either to decide the dispute himself or refer it to an arbitrator appointed by him or to several arbitrators of whom one shall be appointed by him and one other by each of the parties to the dispute. The decision or award of the Registrar or of the arbitrator or arbitrators, as the case may be, shall be final.

42. The society shall have a common seal.

43. A rupee in these bye-laws shall mean a British Rupee of 28 chuckrams and 8 cash.

44. All cash balances exceeding the limit prescribed by the Board of Directors from time to time shall be deposited in the Anchal Office Savings Bank.

## BYELAWS OF THE SCHOOL

*Co-operative Society Ltd. No.*

**1.** The School Co-operative Society Ltd. No. is registered as a Co-operative Society under Act V of 1112. Its address shall be School Co-operative Society. Its operation shall be confined to the School only.

**2.** The objects of the society are.—

(i) to encourage thrift and self help:

(ii) to purchase in bulk the articles necessary and retail them to members and pupils of the school;

(iii) to help the games activities;

(iv) and to do any other business that is incidental and conducive to the attainment of the above objects.

3. The liability of the members shall be limited to the share capital subscribed by them.

4. The capital of the society shall, for the present be Rs. made up of A shares of Rs. each and B shares of Re. each. The A shares shall be available to members of the staff and B shares to the pupils. The value of each share shall be paid in monthly instalments or in a lump.

5. The members of the staff and pupils of the school shall be eligible for admission as members of the society, but none can claim admission as a matter of right.

6. The applications for admission shall be made to the Secretary who will place them before the Managing Committee for consideration. The Managing Committee shall have power to grant admission or refuse it without assigning any reason.

**7.** Every member shall take at least one share but no member shall take more than shares. Every member shall pay an admission fee of for each share taken.

**8.** No member shall be permitted to withdraw any of the shares taken by him except in the case of transfer or removal from school or without a month's notice in writing to the Secretary. When the Managing Committee permits the with-drawal of shares under this byelaw, the member will be paid back the share capital actually paid by him plus the dividend declared if any.

9. If a member dies the share capital actually paid by him will be paid to his nominee or the claimant of his property.

**10.** It shall be competent to the Managing Committee to borrow funds either by way of deposits or loans, from members, non-members or other co-operative societies or Banks. The interest on deposits shall in no case exceed 6 per cent. per annum. In emergent cases, the Managing Committee may borrow money or take loans for a period not exceeding 3 months from members or non-members, but the interest thereon should on no account exceed 9 per cent. per annum.

11. The total indebtedness of the society shall not at any time exceed the paid up capital or Rs.

12. The executive management of the affairs of the society shall vest in a managing Committee consisting of a President and 6 members. The Head Master of the School shall be President of the society and of the Managing Committee Ex officio. The members of the Committee shall be elected by the general body of members of the society for a period of 2 years from among the staff members who have taken 10 shares or more. After the Managing Committee is elected, that body elect from its members a Secretary and Treasurer, who shall be responsible for all the belongings of the society and an Auditor who shall be responsible for and certify to the correctness of the accounts. Interim vacancies in the Committee may be filled up by the other members for the unexpired portion of the term. Any member or members of the Committee except the President may, at any time, be removed by a resolution of the Committee passed by a majority of the total number of members of the Committee including the President.

13· The managing Committee shall meet as often as necessary and all questions before the Managing Committee shall be decided by the majority of votes. Should there be an equality of votes including that of the President or Presiding Officer, the President or the Presiding Officer shall have a casting vote. In urgent cases the opinion of the members may be ascertained by circulation of papers. The quorum for a meeting of the Managing Committee shall be 4.

14. There shall also be a pupils' Committee to ascertain the needs of the pupils of the school and report them to the President of the society While the Pupils' Committee may not on any account criticise any action of the Managing Committee, it may make representations about the actions of that body to the President. The President shall place before the Managing Committee for consideration all reports and representations received from the pupils' Committee.

The President or a member of the Managing Committee deputed by him shall preside at meetings of the pupils' Committee. Meetings of the pupils' Committee shall be convened by the President at the request of any of its members. When the votes of the pupil members are equal, the Presiding Officer shall have a casting vote The quorum for a meeting shall be 3 excluding the Presiding Officer.

15. The President shall have a general control over the affairs of the society. The Secretary shall have the custody of all the properties of the society. The Secretary shall be the officer to sue or to be sued on behalf of the society and all documents executed in favour of the society shall be in his favour.

16. Receipts shall be signed or given by the Secretary for all payments made by the members of the society. In the cases of borrowing from non-members or other society or Bank the receipts shall be signed by 4 members. 2 of whom shall be the President and the Secretary.

17. A credit branch of the society with rules framed and recorded in the minutes book and approved by the Director of Public Instruction and the Registrar of Co-operative Societies may be permitted to be opened by the General Body, but it shall be confined only to the members of the staff.

18. The Managing Committee shall have power to prescribe from time to time the scale of office establishment. The amount paid to the salesman shall not exceed 1 1/2 per cent. of the sale proceeds every year. The Secretary is empowered to incur petty contingent expenditure subject to a maximum of Re. 1 for any item.

19. The Managing Committee shall be competent to fix the amount and nature of the security to be given by the Secretary and the salesman.

THE GENERAL BODY.

20. The ultimate authority in all matters relating to the administration of the society shall be the General Body of members who shall meet at least once a year. The following among other matters shall be dealt with by the General Body.

(1) Election of members of the Managing Committee :
(2) Annual Report due to the Registrar ;
(3) The Registrar's Audit Order ;
(4) The amendment or repeal of any existing Byelaw or the enactment of the new Byelaw ;
(5) The expulsion of a member with B shares.

21. A meeting of the general body will be convened whenever necessary by the President or by the Managing Committee or at the written request of not less than 20 members.

22. The quorum for a meeting of the general body shall be 1/3 of the total number of members on the rolls.

23. The general body shall have authority to affiliate the society to any Co-operative Supervising Union and to contribute a sum towards its expenses as fixed by the general body every year.

24. All transactions by way of sales shall be strictly cash

25. The net profit of the society as declared by the Registrar every year shall be distributed as follows :—

(1) 10 per cent. to the Reserve Fund ;
(2) A bonus not exceeding 20 per cent, may be paid to the Secretary.
(3) And a sum not exceeding 4 per cent. to the Auditor ;
Out of the remainder the general body may vote :—
(4) A sum not exceeding 10 per cent. to the Games Association of the School ;
(5) A sum to be distributed as dividend to the members in proportion to the paid up shares subject to a maximum of 7 1/2 per cent.
(6) A sum to distribute a bonus not exceeding 6 per cent. to members on the purchases made.

If there is any balance still left it may be carried to the Dividend Equalisation Fund.

26. The Reserve Fund shall be one and indivisible.

27. It shall be the duty of the society to send to the Registrar all periodical returns prescribed from time to time by the Registrar or by the Government.

28. The society shall have a common seal.

29. A Rupee in the byelaws shall mean a British Rupee of Chs. 28 and cash 8.

30. All cash balances exceeding Rs. 10 shall be deposited in the Anchal Savings Bank;

31. No alteration in these bye-laws shall be made until it is approved by the Registrar of Co-operative Societies and the Director of Public Instruction

32. Any addition or amendment to the bye-laws of the society shall have the approval of the Director of Public Instruction and Registrar of Co-operative Societies.

## BYE-LAWS OF THE..............................CO-OPERATIVE DAIRY SOCIETY, LIMITED.

### NAME.

1. This society shall be called........................Co-operative Dairy, Limited. Its registered address shall be at Anchal office.................. Taluk.............................Division.................................

### OBJECTS.

2. Its objects are—
    - (a) to take over the milk and other Dairy produce of its members and to arrange for its sale on commission to consumers;
    - (b) to assist the members to improve their stock of cattle by the grant of loans and by other methods;
    - (c) to provide facilities for the joint purchase of cattle and for housing and feeding cattle, and
    - (d) generally to promote their interests and encourage in them the spirit and practice of mutual help and self-help.

### MEMBERSHIP.

3. The members shall consist of—
    - (1) persons who join in the application for registration;
    - (2) persons admitted in accordance with the bye-laws.
4. Every member of the society must be—
    - (1) ordinarily resident in.....................;
    - (2) of good character,
    - (3) of not less than 18 years of age, unless he is the minor heir of a deceased member;

(4) owner of one or more cattle.

5. Members shall be admitted after election by the managing committee.

6. Persons whose assistance and co-operation may be useful in the business of the society and who are approved by the Registrar may be elected honorary members. Such honorary members will be eligible for election to the committee but need not buy shares and not be liable for the debts of the society.

7. Every member on admission shall sign his name or make his thumb mark in the register of members.

8. Membership shall be terminated by—

(1) death,
(2) ceasing to hold one full share,
(3) ceasing to reside in………………………………,
(4) withdrawal after three months' notice to the Secretary provided that the member withdrawing is not in debt to the society and is not surety for an unpaid debt.
(5) permanent insanity
(6) expulsion by two-thirds majority of a meeting at which not less than half the members are present.
(7) permanently ceasing to own milch cattle

9. Every member shall nominate a person to whom on his death his shares or interest shall be transferred, and shall attest the nomination by making his signature or thumb mark in the register of members. The nominee if not admitted to membership shall within six months be paid the value of the share or interest less any sum due from the deceased member to the society. If admitted to membership all rights and liabilities of the deceased member shall devolve upon him.

10. A member shall not transfer any share held by him except to person qualified under bye-law 4 and approved by the managing committee for this purpose. Such transfers shall be subject to the confirmation of a general meeting.

11. A person whose membership is terminated under bye-law 8 (3) shall be paid the value of his share within six months.

12. A person whose membership is terminated under bye-law 8 (2), (4), (5), (6) or (7) shall be entitled to receive the value of his share (less any sum due from him) on the expiry of two years from the termination of his membership.

13. The value of the share shall in no case be more than the sum received by the society in payment thereof.

14. A member may be expelled for—

(1) failure to pay for his share as prescribed in bye-law
(2) wilful failure to supply milk,
(3) failure to supply pure produce,
(4) failure to comply with the committee's sanitary instructions,
(5) conviction of a criminal offence involving dishonesty or resulting in his imprisonment for three months,

(6) bankruptcy or application for bankruptcy,

(7) any action which may be held by the managing committee and a general meeting to be dishonest or contrary to the stated objects of the society or to the interests of co-operation.

CAPITAL.

15. The capital shall be composed of—

(1) an undetermined number of shares of the value of Rs. 50 each,

(2) deposits from members,

(3) deposits and loans from non-members,

(4) realised profits.

The acceptance of deposits and loans from non-members shall be subject to any restrictions which Registrar may impose.

16. Every member shall hold one full share and no more.

17. Rupees 5 on each shall be paid up on admission and the balance in monthly instalments of Re. 1 per mensem due on the 5th date of every month. Any member may make up the full share in advance. Members not paying their instalments by the due date may be fined not more than 2 pies per rupee for each full month in arrears.

18. A member admitted after the first year shall pay all instalments or shares on account of past years together with interest at 6 1/4 per cent, before exercising any right of membership.

LIABILITY.

19. The liability of each member for debts due by the society shall be limited to a Rs. 150.

GENERAL MEETINGS.

20. The supreme authority shall be vested in the general meeting which shall be held at the time of annual audit or as soon after as may be found practicable and at other times when summoned by the Registrar or the President or by the committee of their own motion or at the written request of not less than 5 members.

21. In a general meeting the following business shall be transacted:-

(1) The election suspension and removal of members of managing Committee Including a President and one or more *vice* Presidents.

(2) The election of treasurer to keep the money of the society.

(3) The consideration of the annual statement of account and balance sheet and of the auditor's report and the inspection notes of the Registrar and the Inspectors.

(4) The disposal of the profits in accordance with the notified rules and these bye-laws.

(5) The confirmation of the admission and expulsion of members and of the transfer of shares.

(6) The fixing, subject to the approval of the Registrar of the maximum liability to be incurred during the following year in loans or deposits from non-members.

(7) The amendment of the bye-laws subject to the sanction of the Registrar.

22. The amendment of the bye-laws shall only be carried out by a majority of a meeting at which not less than two-thirds of the members are present. All other questions before the general meeting shall be decided by a majority of votes. When the votes are equal the chairman shall have a casting vote.

23. Each member shall have one vote. No proxies shall be allowed. No member shall be allowed to vote who is in arrears with his share instalments.

24. All business discussed or decided at a general meeting shall be recorded in a proceedings book which shall be signed by the chairman of the meeting.

### MANAGING COMMITTEE.

25. The managing committee shall consist of at least five members of the society over the age of 21, including a President and one or more *Vice* Presidents. The members shall be elected for one year and shall be eligible for re-election.

26. Any member of the committee shall cease to hold office if he—

(1) ceases to be a member of the society,

(2) applies for insolvency or is declared insolvent,

(3) becomes of unsound mind,

(4) is convicted of any offence involving dishonesty or is imprisoned for 3 months,

(5) holds any office or place of profit under the society or receives any honorarium.

27. Meetings of the committee shall be held when necessary. The attendance of at least 3 members shall be required for the disposal of any business. The President or *Vice* President or in their absence one of the other members shall preside. Each member shall have one vote, The Chairman shall have a casting vote.

28. The committe shall exercise all the powers of the society except those reserved for the general meeting subject to any regulations or restrictions duly laid down by the society in general meeting or in the bye-laws and in particular shall have the following powers and duties :—

(1) To observe in all their transactions the Act, the notified rule, and the bye-laws.

(2) To maintain true and accurate accounts of all money received and expended and all stock bought and sold.

(3) To keep a true account of the assets and liabilities of the society.

(4) To keep a register of members correct and up to date

(5) To prepare and lay before the annual general meeting a profit and loss account and a balance sheet.

(6) To examine the accounts sanction contingent expenditure and supervise the maintenance of the prescribed registers.

(7) To consider the inspection notes of the Registrar and of the Inspector and to take the necessary action.

(8) To elect new members to issue new and transfer old shares subject to the confirmation of a general meeting.

(9) To arrange for the recovery of share instalments and of interest on overdue instalments.

(10) To summon general meetings in accordance with bye-law 20.

(11) To contract loans subject to any restrictions imposed by the general meeting or by the Registrar.

(12) To decide the terms on and the periods for which loans are to be given, to approve or reject the security offered, to arrange for the recovery of the society's dues and to sanction the renewal of loans when necessary.

(13) To decide the terms on the periods for and the rates of interest at which deposits are to be received and to arrange for the payment or return of its deposits.

(14) To fix the rates of commission the rates at which milk or other dairy produce shall be sold and to arrange for its reception. listing, grading, cleaning, storage, and sale, and if necessary for the manufacture of dairy products.

(15) To watch that milch animals are kept under clean and sanitary conditions and deceased animals segregated or removed (or)

To arrange for the inoculation of member's cattle as advised by the Veterinary Department.

(16) To watch that loans are applied to the approved purposes for which they were made.

(17) To assist the inspection of the books by any person authorised to see them.

(18) To appoint, suspend, or dismiss employees.

(19) Through any member or officer or employee of the society or any other person specially authorised to institute, conduct, defend, compromise, refer to arbitration or abandon legal proceedings by or against the society or committee or the officers or employees concerning the affairs of the society.

(20) To acquire on behalf of the society shares in a Central Bank or supply society.

(21) Generally to carry on the business of the Society. In their conduct or the affairs of the society the committee shall exercise the prudence and diligence of ordinary men of business and shall be responsible for any loss sustained through acts contrary to the law, the notified rules, and the bye-laws.

29. All business discussed or decided at a meeting of the committee shall be recorded in a proceedings book which shall be signed by the chairman of the meeting and all the members of the committee present.

### SECRETARY.

30. The committee shall appoint a secretary, who, if not a member of the committee, may receive pay or an honorarium with the sanction of a general meeting.

31. The powers and duties of the Secretary shall be as follows:—

(1) To maintain correctly and up to date prescribed papers and registers
(2) To procure from borrowers the due execution of bonds with security.
(3) To procure from buyers and sellers the due execution of receipts and other acknowledgements.
(4) Prepare all receipts, vouchers, and documents required by the notified rules or the bye-laws.
(5) To sign on behalf of the society and conduct its correspondence.
(6) To summon and attend general meetings and meeting of the committee.
(7) To record the proceedings of such meetings and have them duly signed.
(8) To prepare the annual statements.
(9) To certify copies of entries in books under Section 26 of the Act.

### BINDING RULES..

32. The society shall accept from every member all milk and milk produce supplied by him provided they are marketable, in good condition, and are delivered at such times as may be warranted by market conditions. In case of any default by the society in the acceptance of milk and milk produce it shall pay to every such member, in respect of whom default has been made, a sum equal to the price of the produce refused.

33. On and after the date upon which the society shall have commenced its business, of which the committee shall give due notice, no members of society who have milk and milk produce suitable for the society to dispose of shall, with out the written consent of the committee, sell or otherwise dispose of such milk and milk produce to any company, society or person other than the society. Any member committing a breach of this rule shall pay to the society a sum of Rs. 5 after each such default.

34. The society and its members respectively shall be temporarily absolved from the obligations imposed by this rule in the event of cessation of work in the society caused by accident, labour, or trade dispute, or from any cause over which the society and its members can exercise no control

### REGISTERS.

35. The following registers and papers will be maintained:—

(1) a register of members showing the name, address and occupation of every member, the number of share held by him, the date of admission to membership, and (if a minor) his age at the date of termination of membership and the nominee appointed under bye-law 8.

(2) A cash book showing the receipts, expenditure, and balance on each day on which business is done.

(3) A ledger account of each member, depositor, and creditor and for miscellaneous and contingent income and expenditure and for purchase and sale of milk and dairy produce.

(4) A register showing instalments for payment of loan on each harvest or at shorter intervals.

(5) A minute book showing the proceedings of general meetings and committee meetings and the notes of the inspecting officers.

(6) An account showing the instalments of shares.

(7) A register of purity tests if necessary.

(8) A book of bonds showing all loans issued.

(9) A pass book for each member or depositor.

The registers and papers of the society shall be open to the inspection of any one interested in the funds except that no one shall be allowed to see the deposit account of any person without that person's consent in writing. Copies of the bye-laws and of the balance sheet shall be supplied free on demand to the members.

### TREASURER.

36. The treasurer shall take charge of all money received by the society from the Central Bank from members and from others and shall make disbursements in accordance with the directions of the committee. He shall sign the cash book in token of its correctness and produce the cash balance whenever called upon to do so by the committee or Auditor.

### EMPLOYMENT OF FUNDS.

37. The funds of the society shall be devoted to the promotion of the stated objects of the society and to the purpose set forth in bye-laws.

38. Loans only will be granted for the purchase of cattle, No loan shall exceed the value of the animal purchased or exceed the maximum loan of Rs. 180 in the case of a buffalow and Rs. 80 in the case of a cow. No loan shall be made to a member whose instalments or shares are in arrears.

39. The borrower shall execute a bond and shall in all cases furnish security. No member of the committee shall stand surety for a new loan to another member of the committee.

40. Loans shall be given for the purposes specified in bye law 35 and shall be applied to that purpose If a loan is not so applied it shall be immediately recalled in its entirety by the committee.

41. All loans shall be issued subject to the right of the society to recall them at two months' notice and without notice when any loss is apprehended through a weakening of the borrowers's material position. The rate of interest on loans shall be per cent per annum.

42. The society may build such sheds and godowns as may be necessary to carry out its stated objects and may acquire land for thir purpose.

43. All sales shall be strictly for cash, and no credit shall be allowed except to a Government Department or, with the sanction of the Registrar, to another Co-operative Society, or institutions.

44. Every member shall be bound by the rules and instructions of the managing committee as to the grading of its produce in respect of its quality and bulk.

45. The society may charge such commission on sales as may be fixed from time to time by a general meeting.

46. In order to facilitate the disposal of produce delivered by the members the society may purchase the produce of non-members.

47. No profit shall be divided on shares at any time in any year after carrying not less than 10 per cent of the profits to the reserve fund, a sum not exceeding 25 per cent of the profits may be returned to members as proportionate bonus on goods sold by them through the society. The balance may be devoted to a fund for common utility.

48. The reserve fund is indivisible and no member is entitled to claim a specified share in it. It shall be invested in Government securities or as directed by the Registrar. It may be employed to cover unforeseen loss, to meet unforeseen charges, and to provide security for the society's contracts.

49. Before or after the payment of a dividend, 7 1/2 per cent of the profits may be applied to any purpose approved by the Registrar, *e. g.* relief of the poor, education, medical relief and the advancement of any other object of general public utility except one relating exclusively to religious teaching or worship, or to a common good fund to be devoted to any of these purposes.

## DISPUTES.

50. Any disputes concerning these bye-laws or the business of the society between members or past members of the society or persons claiming through them or between a member or past member or persons so claiming the committee or any officer shall be referred to the Registrar as provided in the rules notified by the Government.

51. Rupee in these bye-laws means a Br. Re.

## THE BYE-LAWS OF THE CATTLE BREEDING CO-OPERATIVE SOCIETY (LTD.,)

*Name.* The Society shall be called the Cattle Breeding Co-operative Society Ltd., and its registered address shall be taluk, (P. O.)

2. The area of operation of the Society shall for the present be in and taluks.

3. Objects.

   (i) For improving the strain of milk cows of the members;

   (ii) Providing suitable grazing areas and maintaining therein the dry cows and young stock belonging to the members.

   (iii) Providing superior grade bulls for the use of the cows belonging to the members.

   (iv) Maintaining a herd book of cows belonging to the members.

   (v) Spreading information and education on questions connected with cattle breeding, feeding of cattle, veterinary assistance etc.,

   (vi) Purchasing and selling of cows and disposal of the improved or surplus stock.

   (vii) and doing all other things conducive to the attainment of the above object.

4. *Membership.* All persons above 18 years of age and of good character and sound mind residing in the area or any co-operative Dairy Society working, in the area shall be eligible to become members.

5. Every person shall apply to the Secretary for membership in the prescribed form and shall be admitted by the Committee. No person can claim membership as a matter of right. The Committee shall have the discretion to reject any application without assigning reasons therefor.

6. Membership shall be terminated by :—

   (*a*) Voluntary withdrawal after the period laid down in bye-law No. 10.

   (*b*) Expulsion by the General body.

   (*c*) Death or insanity;

   (*d*) Refusal to abide by the byelaws and rules of the society.

7. The liability of a member for the society shall be limited to the shares subscribed by each member.

*Capital.*

8. The capital shall be composed of:

   (*a*) Admission Fees.

   (*b*) Deposits and loans from members and non-members.

   (*c*) Share collection;

   (*d*) Sale commissions;

   (*e*) Contributions and fees.

9. The share capital shall be Rs. divided into shares of Rs. each. The value of each share shall be paid in a lump on allotment or if by instalments at the rate of half a rupee every month.

10. No individual member shall take more than shares and shares are withrawable except under byelaw No. 6 within 7 years of admission. The admission fee for one share shall be 7 Chs. but it shall be 2 chuckrams per share for those taking more than four shares.

11. If a member defaults payments of shares a fine of 2 cash per rupee per month shall be levied. If a member makes default for 6 consecutive months his name shall be removed and the amount paid up shall be forfeited to the Reserve Fund. In any one year the maximum share amounts returnable shall not exceed 1/10 of the share capital held by the society at the beginning of the year.

12. The maximum borrowing limit of the Society shall not exceed thrice the paid up share capital plus the Reserve Fund.

13. The nature and rate of interest on the deposits and loans receivable by the Society shall be fixed by the committee.

14. The management of the affairs of the Society shall vest in a committee of 7 members to be elected by the General Body from among themselves for a period of two years. If there are member societies at least one third representation shall be given to such societies. In addition to these seven (7) members the Director of Agriculture and the Assistant Registrar of Co-operative Societies will have the right if they choose to nominate one person each respectively to serve on the Committee.

15. The quorum for a committee meeting shall be 4 and meetings shall be held whenever necessary.

16. The Committee shall elect from among themselves a President and a Secretary.

17. The Secretary shall be the ex-officio Treasurer and all money shall be deposited in the Anchal Sovings Bank or the in his name. The President shall have a general control over the affairs of the Society and shall appoint, suspend or dismiss necessary servants subject to the approval of the Committee.

18. The Secretary shall issue receipt, receive cash, maintain records and registers, prepare periodical returns and shall manage the routine business of the society.

19. The Committee can appoint as exigencies demand, a cattle breeding Superintendent or such other officer or officers on a monthly pay or allowance as allowed by the funds of the society

20. The ultimate authority in all matters shall vest in the General Body meeting which shall meet at least once in a year. Among other matters the General body shall :—

(a) Elect the Committee of management.

(b) Pass the annual statements of accounts.

(c) Consider the Registrar's Audit Certificate or notes of inspection.

(d) Expulsion of members.

(e) The annual budget of expenditure.

(f) The amendment to the existing bye-laws.

21. The quorum for a general body shall be 12. At least three days' notice shall be given for a meeting. Every member shall have one and only one vote. When votes are equal the President shall have a casting vote.

22. The cattle breeding business of the society including the management of the grazing blocks, accepting animals from members etc., shall be managed by the Committee. The Committee may frame subsidiary rules for the purpose and get the same approved by the Registrar.

23. The net profit of the society as certified by the Registrar shall be disposed of as follows every year :—

(a) 1/4 to the Reserve fund.

(b) 1/8 of the balance as a bonus fund to be divided amongst members in accordance to the number of animals entrusted by them to the society.

(c) of the balance an amount not exceeding 1/8 as bonus to the secretary or other members of the Committee.

(d) Out of the remainder an amount to be declared as dividend on paid up amount of shares not exceeding 9 per cent.

(e) of the balance 15 per cent. to a "cattle breeding fund"

(f) and the balance if any to the Bonus Fund.

24. The Reserve Fund shall be maintained as one and indivisible and it shall not be drawn up for distribution.

25. Any dispute concerning these bye-laws or touching the business of the society between a member and committee or between committee and past members or between members and those claiming through past members shall be referred to the Registrar for decision and his or the decision of the arbitrators appointed by him shall be final and binding.

26. A rupee in this bye-laws means a British Rupee of 28 Chs. 8 cash.

27. All surplus amounts above Rs. 25 shall be deposited then and there in the Bank approved for the purpose and failure to do so shall entail an imposition of 18 per cent. interest.

## RULES FOR THE ADMISSION OF COWS TO THE SOCIETY'S GRAZING GROUNDS.

1. The Society shall in the first instance be concentrating its attention only to the problems connected with the maintenance and improvement of cows and their young stock belonging to its members and shall therefore, not admit to its herd any cattle other than the types of animals owned by members.

2. The number of animals to be received from each member shall be determined according to the number of shares taken and paid up in full by that member. No member shall be eligible to entrust to the Society more than one animal per share taken by him.

3. The animals received by the society shall be healthy and found to be suffering from no kind of chronic or infectious disease. Old and weak animals shall also be excluded. The Managing Committee shall have full powers for the exclusion of such animals and its decision shall be final and binding.

4. Applications for entrusting the animals to the society shall be made in the prescribed form available in the Society office at a cost of Ch. (1) one per form and shall contain all particulars required therein. The application shall on being duly sanctioned by the Committee be retained by the society and when the animals have been received at the Society's office, a formal receipt showing, the number, description etc., of the animal, the amount of fees received and the period for which it has been entrusted to the Society, shall be issued by the Secretary.

5. The animals admitted shall be numbered serially in the Register to be maintained for the purpose as per form attached and the number given to each animal shall be carved on its horns. If the horns of the animal are found to be not sufficiently strong and long enough for carving the number shall be carved on the hoofs.

6. The branded number given once for an animal shall be utilised for the purpose of identification in the herd and also for registering in the subsequent periods of stationing of the same animal.

7. The animals sanctioned to be sent to the Grazing area shall be brought to the Society's Office on the day stipulated by the Secretary.

8. The following shall be the rates of fees leviable on the above items

(i) Grazing fees Bh. Re. (1) one per cow per mensem.

i(i) Grazing fees for heifers below 2 1/2 years. (8) eight As. per head per mensem. (All heifers above 2 1/2 years shall be charged at the rate for cow.)

(iii) Cost of transporting animals to and from the grazing area Bh. Rs 2 two per head.

9. All fees shall ordinarily be paid in advance at the time of admitting the animals to the Society's herd. In the event of any animal's period of stationing in the grazing area is to be extended after the completion of the period originally fixed, the owner of the animal shall make the application in writing to the Secretary and pay in advance the fees required for the period of extension.

10. In the case of animals for which applications for extensions of periods have not been received by the Secretary, he shall make the necessary arrangements after notifying for the animals being returned to the owners on the due dates.

11. If any cow to be returned under rule 10 is found to be in an advanced state of pregnancy, the Secretary shall notify the owner of the

fact and require him to pay the necessary additional amount of stationing charges.

12. If payment of any sum due to the Society under any of the rules is not made by the owner, the Society shall have the right to hold the animals a first charge for its dues. The Society shall have also right to realise the same by auctioning the cattle concerned after notifying the owner as also the public. Out of the proceeds of such sales, the Society shall recover the dues and excess, if any, will be paid to the owner.

13. The Society shall not undertake any liability on account of any accidents or death over which the Society can naturally have no control.

14. At the time of returning any cattle to the owner, the Secretary will refund to him only excess collections made on due vouchers.

15. The owner of any cow handed over to the Society shall declare in his application his preparedness to conform to these rules as amended, from time to time.

## BYE-LAWS OF THE BUILDING AND HOUSING CO-OPERATIVE SOCIETY (LTD.)

### PRELIMINARY.

1. *Name and Registered Office*:—(1) The name of Society shall be The Building and Housing Co-operative Society Ltd., and its registered office shall be at . Its area of operation shall be . (2) Any change of address shall be communicated to the Registrar within 14 days.

2. *Objects.*—The objects for which the Society is established are.—

(1) To acquire land and buildings in taluk and to erect and maintain dwelling houses thereon for the use of members.

(2) To acquire any scuh land and buildings or any interest therein or rights or easements connected therewith by purchase, lease, exchange, or otherwise, and to accept land and buildings conditionally or for any limited purpose.

(3) To develop any land acquired by the Society or in which it is interested and in particular by laying out the same on a colony basis for building purposes and by erecting buildings thereon for dwelling houses, hostels, clubs, institutions and other purposes, and by planting and draining the same and constructing roads, works and other conveniences and from time to time to maintain, repair, alter, improve and rebuild any buildings, and to enter into contracts and arrangements, of all kinds with builders, contractors, members, tenants and other persons occupying such land.

(4) To establish and carry on the business of manufacturing, purchasing and selling bricks and other building materials for the use of the Society and for sale to others.

(5) To grant loans to members for the purchase of land and building or for the construction and repairs of dwellings and their appurtenances.

(6) To lease or let any land or buildings to any member of the Society and others or allow them to occupy the same upon such terms and subject to such conditions as may from time to time be determined by the Society in accordance with the bye-laws.

(7) To sell, lease, dispose of or otherwise deal with the whole of the movable and immovable property and assets of the Society or any part thereof or any interest therin.

(8) To encourage thrift, self-help and co-operation among the members of the society and to promote their economic interests in accordance with co-operative principles.

(9) To establish and carry on social, recreative and educational work and institutions.

(10) To invest and deal with any moneys not immediately required for the purpose of the society in such manner as the society may think fit.

## II. SOCIETY FUNDS.

3. *Funds*:— Funds may be raised by the committee on behalf of the society in any or all the following ways, viz.,

(1) (a) by entrance fees (b) by shares (c) by loans from Government and otherwise, by bonds, debentures, loan-stock, (d) by deposits, (e) and by donations.

(2) *Limit of share capital*:—The total amount raised by shares sunder (1) () above shall not exceed Rs. , without the special sanction of the general meeting of the Society.

(3) *Limit of other Capital*.—And provided that the total amount raised under (1) (c) and (d) shall not together at any one time exceed ten times the paid up share capital raised under (1) (b) plus the Reserve Fund.

4. *Loans in general*.—(1) The Committee may obtain advances of money for the purpose of the Society from time to time from any person on such terms as it may determine upon the security of bonds or agreements or promissory notes, or certificates of indebtedness on account of loan-stock or debentures, or of a mortgage either legal or equitable of his property.

(2) The committee may take any such advances on terms as to the time and manner of repayment as it thinks fit.

(3) The rate of interest agreed to be given on any such advance shall not without the previous sanction of a general meeting exceed 6 per cent per annum.

(4) Any bond of the Society may be made a specific charge upon any lands of the Society specified therein or in any schedule annexed thereto.

(5) Any such bond may be issued, or note given, or agreement or mortgage made, as a continuing security to cover any sum not

exceeding the limits aforesaid due or to become due on the account of the society to any person with whom it may transact banking business

(6) All such securities shall be made in such form as the committee may prescribe and shall be signed on account of the society by the President, Secretary and two members of the Committee.

(7) In case of debentures and loan stock the committee shall make such provision for sinking fund, priority of claim and trust deed as may be laid down by a general meeting and any provisions so made shall be embodied in the debenture and loanstock bonds

5. *Deposits.*—Subject to restrictions to be laid down by a genera meeting, the committee may receive deposits under Byo laws 3 (1) (d) at interest which may not exceed 6 per cent. per annum without the sanction of such meeting.

6. *Investment of Funds* :—The committee may invest any part of the capital of the society in advances to members on the terms determined under these bye-laws; or in the shares or on the security of any registered society: or in the Government Savings Bank or with any bank or person carrying on the business of banking and approved for this purpose by the Registrar; or with the sanction of the Registrar and of a Special General Meeting, in purchasing the business of any other society having the same objects as the society, or in carrying on any such business in conjunction with any such society.

## III. MEMBERSHIP.

7. *Membership* :—(1) No person shall be a member unless :—

(*a*) he is a Travancorean by brith or residence

(*b*) his written application for membership has been approved by a majority of the managing committee;

(*c*) he has paid an entrance fee of Re. 1; and

(*d*) he has subscribed to at least one share and paid his instalment within 15 days of allotment. Members who have signed the original application are exempt from the operation of Cl. (b) above.

(2) Any institution through its representative by the Committee, may become a member.

8. Application for membership :—Application for membership shall be in the prescribed form signed by the applicant offering to take up at least one share.

9. *Limited liability of members* :—The liability of a member shall be limited to the nominal value of the shares held by him.

10. *Expulsion of a member* (1) A member may be expelled from the society by the vote of the general meeting for dishonest dealing with the Society, or an attempt to injure it, or for any grave misconduct or if he gravely misuses the dwelling taken by him from the Society, or habitually acts in it in a disgraceful manner or in a manner which auses serious offence to his neighbours.

(2) *Notice of expulsion* :—The committee shall give a member 15 days written notice of the proposal to expel him.

(3) *Re-admission of expelled Members*.—No expelled member shall be re-admitted, except by a vote of two thirds of the members present at a general meeting on a motion of which notice has been given.

11. *Withdrawal of membership* :—Any member may withdraw from the Society at any time after 5 years of his admission with the sanction of the managing committee, but this will not be given if he is indebted o the Society in any capacity.

12. *Repayments of cessation of membership* :—A member whose connection with the Society has ceased under byelaw 10 or 11 shall be entitled to repayment of any payments made on shares within one year from the date of his ceasing to be a member. But whenever circumstances arise which make such a step necessary in the interest of the society the managing committee may suspend his right to such repayment but this will not take away his option to transfer shares under byelaw 22. No dividend shall be allowed in case of expulsion.

13. *Society's Lein* :—The Society shall have for recovery of any debt due to it from a member a first lein on any shares, debentures, loan-stock, building, property and deposits held by him, and may set off any sum credited thereon in or towards the payment of such debt.

14. *Transmission of Interest* :—(1) Mode of making Nomination—A member may, by a writing under his hand deposited with Society during his life time in the prescribed form or any book kept thereat, nominate any person or persons to or among whom his share or interest in the Society or so much thereof as is specified in such nomination shall be transferred at his decease.

(2) *Its revocation or variation* .—A nomination so made may be revoked or varied by any similar document under the hand of the nominator deposited or made as aforesaid.

(3) *Fees on nomination or Revocation* —A nomination made at the time of applying for membership shall be recorded free of charge. But for the recording of every nomination subsequently made or of a revocation or variation a fee of annas four shall be paid.

15. *Proceedings on death of member*:—(1) If nomination made — On receiving satisfactory proof of the death of a nominator, the committee shall at the option of the nominee either subject to byelaws 21 and 22 transfer the property comprised in the nomination in the manner directed by it, or pay to every person entitled thereunder the full value of the property given to him after deducting all sums due to the society from the deceased member.

(2) *If nomination not made*—If any member entitled to any share or interest in the society dies intestate, without letters of administration, distribute the same among such persons as appear to them, on

such evidence as they may deem satisfactory, to be entitled by law to receive the same, and without the previous sanction of the committee.

16. *Cessation of membership* —A person shall cease to be a member by death, expulsion, withdrawal or by transfer, forfeiture or repayment of all his shares.

17. *Determination of disputes*:—All disputes arising between a member, or any person who has ceased to be a member, or any person claiming through a member, or through a person who has ceased to be a member, and the society or any officer thereof shall be dealt with as may be provided by the rules under the Regulation. The decision of the Registrar shall be final.

## IV. SHARES.

18. *Value of shares*:—The share capital of the society shall be raised by share of the nominal value of each and shall be held entirely by members of the society. No member shall take more than ......shares.

19. (1) *Payment on shares*—The full amount of all shares shall be payable on allotment, or by monthly instalments of Re........ ..On allotment a member shall pay Rs........ per share.

(2) *Failure to pay calls*:—The committee may forfeit the share of a member if he fails to pay the amount of share instalments, thereon within 30 days of notice of their intention to forfeit. A forfeited share shall be credited to Reserve Fund of the society.

20. *Share certification* —A share certificate bearing distinctive number shall be issued for share or shares subscribed by each member.

21. *Limit to a member's shareholding*:—No member shall have or claim any interest exceeding Rs. ......in the shares of the Society.

22. *Transfer of shares*:—Any share held by a member of the society may, subject to byelaws 21 and 23 be transferred to any other member provided that no such transfer may take place without the previous sanction of the committee.

(2) *Registration of transfer*.—Until the transfer of a share is registered, no right shall be acquired against the society by the transferee, nor shall any claim of the society upon the transferor be affected.

23. *Transfer fee*;—Upon each transfer of a share, a fee of annas... shall be paid.

## V. GENERAL MEETINGS.

24. *Annual general meeting*:—(1) The annual general meeting shall be called in at such time and place as may be fixed by the committee.

25. *Agenda:*—The business of the annual general meeting shall be;—

(1) to receive from the committee a report on the preceeding year's working of the society together with statements showing the receipts and expenditure, assets and iliablities and profit and loss for the year;

(2) to consider the audit proceedings and any other communication from the Registrar, and from the Society's auditor;

(3). to elect members of the committee to appoint an auditor or auditors and any other officer for the ensuing year and fix their remuneration, if any;

(4) to transact any other business required by these byelaws to be transacted by the annual general meeting or laid before it by the committee.

26. *Special general meeting;*—A special general meeting of members may be called at any time by a majority of the committee; and shall be called by the committee on receipt of a requisition from one fifth of the members of the general body stating the business or from the Registrar, If the committee fail to call a meeting within 15 days after delivery of such requisition to the Secretary requisitionists may call the meeting.

27. *Notice of Meeting*—In the case of Annual General Meeting fifteen days notice, and in case of a Special General Meeting ten days' notice shall be given by the publication of a written notice outside the office of the Society and in any local paper, or by sending it to every member. The notice shall specify the day, hour, and place fixed for holding the meeting and shall state the nature of the business to be transacted at the meeting. The non-receipt of notice by any member shall not invalidate the proceedings of a general meeting.

28. *Special Business of General meeting;*—With the permission of two thirds of those present at an Annual General Meeting any member may, if he has given notice as provided in byelaw 29, bring forward a proposal regarding any matter not specified in the notice of the meeting, provided that he may not so propose expulsion of another member or an alteration in the byelaws, or in the rates of interest.

(2) A Special General Meeting convened on the requisition of the members shall not transact any business not specified in the notice convening it

29. *Notice of motions,*—A member desiring to propose a resolution shall give written notice thereof at least 7 days prior to the meeting. The Committee shall have discretion in special caes to allow a short period of notice.

30. *Chairman:*—At every General Meeting the President of the Committee shall, if present, take the chair, and in his absence or at his request a chairman shall be elected by the members present.

31. *Votes at General meetings,*—Questions shall ordinarily be decided by a majority of those present, the voting being by a show of hands.

But on the demand for poll being made either before or immediately after a show of hands by at least ten members present, votes shall be recorded likewise. Each member shall be entitled to one vote only and the Chairman shall appoint tellers to count votes for and against the question. In case of votes whether on a show of hands or at a poll the Chairman of the meeting shall have a casting vote in addition to his ordinary vote.

32. *Quorum for General Meetings*:—A General Meeting may proceed to business if two fifths of the total number of the members for the time being or 20 (whichever is less) are present within half an hour after the time fixed for the meeting; otherwise the meeting, if it be Special General meeting convened on the requisition of the members, shall be dissolved but if it be an Annual General Meeting or a Special General Meeting convened by order of the committee, or on a requisition from the Registrar, or shall stand adjourned to the week following, at the same time and place, no notice of adjournment being necessary; and the meeting so adjourned may proceed to business whatever the number of members present. No meeting, whether original or adjourned shall become incompetent to transact business from the want of a quorum arising after the chair has been taken.

33. *Power of Adjournment*:—Any General Meeting duly constituted, may adjourn to such place, at such time within thirty days as the members present direct, and may continue any such adjournment from time to time. No business shall be brought on at any adjourned meeting which could not have been transacted at the original meeting.

## VI. MANAGING COMMITTE.

34. *Formation of Committee*:—A Committee consisting of 7 members shall be elected by the Annual General Meeting to manage the affairs of the society for 3 years. This committee may exercise all the powers of the society subject to the provisions of these bye-laws and to the directions for its guidance conveyed in resolutions passed at General Meetings of the society. The Registrar of Co-operative Societies shall be an ex-officio member of the committee.

35. *Qualification of a committee member*:—No person shall be a member of the Committee who is not a share-holder and has any arrears to pay to the Society.

36. *Committee Meetings*:—(1) The Committee shall meet as often as it considers necessary for the transaction of business but not less than once a month. Four members shall form a quorum. Every question at a meeting of the committee shall be decided by a majority of votes. No member of the committee shall vote on a question in which he is personally interested.

(2) The chairman or any two members of the committee may call a special meeting thereof by giving two clear days' notice in writing to the Secretary.

37. *President of the Committee* :—The committee shall elect its own president and a Secretary soon after the General Meeting. When the President is absent, the members present shall elect a Chairman from among themselves to preside at meetings. The Chairman is entitled to give a casting vote in addition to his ordinary vote. The President shall be the ex-officio treasurer of the Society.

38. *General Powers of the Committee* :—The committee shall have power (1) to control all business carried on by or on account of the society. (2) to, from time to time, engage, remove or discharge engineers, architects, surveyors, managers, builders or employees of any description required to conduct any such business and fix the duties, salaries or other remuneration of such person at such rates and require them to give such security, as the committee approve and determine. (3) to appoint or remove any officers, clerks or assistants and determine their duties and salaries (4) to suspend any officer appointed under bye-law 25 subject to the confirmation of the General Meeting and to appoint a substitute pending the final decision. (5) to frame subsidiary rules under these bye-laws and add to alter or abrogate such rules with the approval of the Registrar. (6) to hear and deal with complaints. (7) to deposit the funds of the society in any bank or banks approved by the Registrar and to authorise by a written resolution the President to operate the accounts. (8) to mortage, purchase, sell, let, lease and hire and generally to do and undertake all or any work mentioned in bye-law 2 on behalf of the society. (9) to decide on the evidence to be produced for establishing the claims of any nominee, executor, administrator or official trustee to any interest of a member in the Society. (10) to institute, prosecute, compromise or refer to arbitration any suit, debt, liability or claims against, by to or on the Society. (11) and in any case for which the bye-laws of the Society do not expressly provide to exercise any power which could be exercised by the Society in General Meeting, other than such as by the law for the time being may be required to be exercised by such meeting, and so that in the exercise of any such power they do nothing inconsistent with the standing orders of such meeting.

39. *Duties of the Committee* :—It shall be the duty of the committee :—

(1) To dispose of applications, such as for membership etc.,

(2) To convene all meetings of the Society according to the bye-laws and rules thereof, subject to the provisions herein before contained as to Special General Meetings.

(3) To examine and check the Registers and account books and to count the cash balance in hand.

(4) To provide such forms as are necessary in consequence of the provisions of the bye-laws and rules.

(5) To take steps for the recovery of sums due to the society.

(6) To sanction working expenses.

(7) To perform such duties as are laid down by these bye-laws or by a General meeting,

40. *Validity of Committee's Acts*; —All acts or orders done or given by the Committee or by any person acting as a member of the Committee in the name and on behalf of the society under any power hereby given to them or him, shall bind the society and every member thereof as fully as if they had been acts or orders of a majority of the members of the Society at a General Meeting thereof acting in exercise of the powers given them by the bye-laws, notwithstanding that it is afterwards discovered that there was some defect in the appointment of such Committee or person.

41. *Appointment of Sub-Committee*; —The Committee may for any special purpose appoint a Sub-Committee of its own members who shall in the performance of the functions entrusted to it, conform in all respects to the instructions given by the Committee.

42. *Committee's Term of office*; —The Committee shall retire from office at the expiry of 3 years, but shall be eligible for re-election with the sanction of the Registrar. Vacancies occuring in the course of the period may be filled by continuing members of the Committee. Any member of the Committee absenting himself from meetings for 3 times consecutively without satisfactory reasons may be filled up by co-option.

## VII. SECRETARY AND OFFICERS.

43. *The Secretary* —The Committee shall elect a Secretary from among them and his duties shall be;—

(1) To summon and attend all meetings of the society and of the Committee, and of any Sub Committee if so required by the Committee, and to record the proceedings thereof in the Minute Books under the signature of himself and the Chairman of the meeting and in such manner as the Committee direct.

(2) To make such statements relating to the business of the society as the Committee require, and to prepare and send all returns required to be made to the Registrar.

(3) To have charge of the documents and other papers of the society, and to receive applications, letters etc., and place them before the Committee.

(4) To receive all contributions, fines and other payments due to the society and to grant receipts thereof and make disbursements under the orders of the Committee and keep the vouchers and accounts thereof

(5) To carry on the correspondence of the society and maintain all the books, accounts and registers of the society.

(6) To attend to all business entrusted to him by the Committee, and in all things to act in the discharge of his duties under the direction and control of the Committee.

44. *Absence of the Secretary*. —In the absence of the Secretary, the mmittee may authorise any other person to perform his duties.

45. *Security from officers.*—Every person holding any office touching the receipt or charge of any moneys of the society shall before entering on the execution of his office, furnish such security as the Committee require and approve, for rendering a full and true account of all moneys received or paid by him on account of the society.

## VIII. PURCHASE, SALE, AND LAYOUT OF LAND.

46. *Committee's powers to lay out of Land* – Subject to such directions as may be laid down by a General meeting the Committee shall have the following powers with regards to land taken for the Society.

(1) To lay out the land by demarcating roads, plots, the building line etc.,

(2) To reserve suitable plots or portions of the land for general purposes of the society, such as roads, wells, markets, institutes, schools, dispensary, play ground, sanatorium etc.,

(3) To fix the minimum size of each plot and the maximum area that may be allotted to a single member;

(4) To fix the price of each plot according to the size, situations etc., so as to cover the cost of land reserved for general purposes and the interest on the price paid;

(5) To reduce the price of a plot if it is found that there is no demand for it at the price originally fixed;

(6) To determine the mode of payment of the price of plots by members to whom they are allotted;

(7) To prescribe the conditions on which land may be allotted or assigned to members and the mode and terms of such allotment.

(8) To prescribe the plan, size and height of the building and the kind of materials to be used, the proportion between the land to be occupied by the building and that to be kept un-occupied,

(9) To prepare typical plans and specifications of dwellings for the guidance of members and to lay down the approximate maximum cost to be invested on the dwellings.

(10) To charge from time to time levies on the persons holding Society's plots or buildings for the constructions and upkeep of roads, drains, lighting, conservancy, wells and for such common amenities as may be determined by a General Meeting.

(11) to lay down rules for the guidance of persons occupying the land for the observance of cleanliness sanitation and the avoidance of nuisance and disturbance

(12) to provide lighting, to construct roads, wells, drains as may be required from time to time after preparing estimates therefor and to look after their up keep.

(13) to maintain a staff of servants for any of the purposes mentioned in this bye-laws.

47. *Mode and Terms of Allotment* – Allotment of plots on the Society's land shall be by way of lease, or sale, any amount paid thereof being treated as a premium of price. The lease shall contain such cove-

nants as may be prescribed by the Committee regarding alienation, subletting, nuisance, neglect or damage to property etc., and also covenants for insurance and proper upkeep and repairs of buildings etc. The sale shall not become complete until the whole amount due to the society is paid in accordance with subsidiary rules on that behalf,

## IX. CO-PARTNERSHIP, TENANCY AND OWNERSHIP.

48. (1) *Construction of Buildings.*—The Committee may construct buildings for being let out or sold to members at rents or prices to be fixed by the Committee with reference to the total outlay of the land and the building, the cost of repairs, general service, taxes, vacancies etc.,

(2) *Dwellings to be let to members,*—The dwellings of the society offered for lease shall not be let to those who are not its members except when no members are willing to take them.

(3) *Tenant members,*—A tenant member shall hold such portion of the capital in the Society and pay the amount thereof in such manner as the Committee may determine.

(4) *Terms of letting,*—The Committee shall have the right to determine the terms of tenancy and to prohibit any tenant from subletting.

(5) *Repairs,*—All repairs on buildings shall be done by the Committee and be a charge on the revenue of the society, provided however internal repairs must be done by and at the expense of the tenants to the satisfaction of the Committee, except in such cases as it may determine otherwise. When such repairs etc., have in the opinion of the Committee, become essential, they may order them to be done, and if not paid for by the tenant, may charge the cost of the same against his repairs fund or his share capital, loan stock or deposit account. In case of a tenant leaving, the same rule shall apply.

A member who takes up the land and building for complete ownership shall pay up by instalments the price as fixed by the subsidiary rules, but they should not alienate his propery to a non member and without the Committee's sanction.

(7) *Rules.*—The committee shall be empowered to frame rules to regulate the provisions in this byelaws including terms and conditions of loans.

## X. HIRE PURCHASE.

49. *Erection of buildings for sale.*—The Committee may undertake the construction of dwellings with the object of eventually selling them to the members, such sale to be effected by charging the member a fair rent plus a percentage of the cost of land and the construction of the dwellings. The dwellings shall be valued as soon as they are ready and the value placed against the name of each such member in a book to be kept for the purpose.

## XI. LOANS FOR BUILDINGS ETC.

50. *Loans for Buildings etc.*—(1) Loans may be granted by the Committee to any member for the purchase, construction and repairs of land houses, and their appurtenances or for the redemption of the mortage debt existing thereon.

(2) The Committee shall frame rules regarding the terms and extent of the loans, the nature of security to be given therefor the mode of application and repayment thereof, and other matters incidental thereto.

## XII. GENERAL PROVISIONS REGARDING BUILDINGS.

51. *Erection of buildings on behalf of Members.*—The Committee may undertake the construction of buildings on behalf of members on such terms as they may determine.

52. *Committee's powers to manage property.*—The Committee shall have the discretion to take charge of the management of the properties mortgaged to the Society or constructed on its estate, to collect rents and look after its upkeep, charging the owner such commission as may be fixed by the committee.

53. *Expenses of property taken charge* —All expenses incurred by the Society in respect of any property taken charge of under byelaw 53 including payments made on account of rent, taxes, levies, insurance etc., shall be recoverable from the member with interest at 9 percent per annum and shall in the meanwhile be a charge upon the said property.

54. *Misuse of Houses*— No house erected on the land belonging to the Society or with funds obtained from it shall be put to any use which in the opinion of the Committee, might tend to reduce the value or cause serious inconvenience to other houses erected by the Society or its members in the neighbourhood.

## XIII. PROFITS.

55. Distribution of Profits —After providing for the interest upon any loans and deposits and for placing to the credit of a sinking fund for repayment of debentures or loan stock, if any, such sum as may be determined, not less than 10 per cent of the net profits on all business carried on by or on account of the society shall be placed to the credit of a reserve fund.

56. *Application of remaining profits*—The balance of the net profit, after carrying forward such sum as the Committee may consider expedient not to distribute by way of dividend, may be employed in the following order —

(1) In distributing dividend upon paid up share capital on such ways as the Committee may direct at a rate not exceeding $6\frac{1}{4}$ per cent per annum, provided that no larger dividend shall be declared than is recommended by the Committee.

(2) in forming a common fund for social, recreative and educational purposes.

(3) in allotting a bonus not exceeding the amount paid during the year into the common fund to the tenants who are members of the society in proportion to the amount of rent paid by them respectively during the year.

57. *Dividend on shares transferred*—Dividends on shares shall be paid to the registered holder of such shares according to the books of the society on the last day of the year.

58. *Dividend to members in arrears*:—No interest or dividend shall be paid to any member who has defaulted for more than a month in payments to the society so long as the default continues. In the case of members who are indebted to the society and in the case of tenant members who hold capital in the society and have paid less than half the cost of the tenancy occupied by them, the dividend earned by them shall be capitalised in accordance with rules made by the Committee on that behalf.

59. *The Reserve fund*—The Reserve Fund should be kept indivisible and shall not be drawn upon. Any loss incurred by the society may be made good from the reserve with the previous sanction of the Registrar.

60. *Indivisibility of the Reserve*—Over the Reserve and Sinking Fund of the society in the event of dissolution of the society no member shall have any claim but the fund, after meeting any charges that may then be certified by the Registrar to exist against it, shall be devoted to such object of general utility as may be determined by a General Meeting convened for that purpose and approved by the Registrar.

## XIV. CCOUNTS AND AUDITS.

61. *Accounts and records* —Accounts, books and records shall be maintained in the forms prescribed by the Registrar with such additions as the Managing Committee think necessary.

62. *Annual Statements*:—Before Edavom 30th annually the Managing Committee shall draw up statements showing the receipts and expenditures, assets and liabilities and profit and loss for the previous year. A copy of these statements shall be supplied to the Registrar of Co-operative Societies.

63. *Appointment of Auditors*:—In addition to the Departmental audit, the society shall appoint at its General Meeting an auditor or auditors who shall audit the accounts of the society to be prepared by the committee as herein before provided, and shall examine the annual return, and verify the same with the accounts relating thereto, and shall either sign the same as found by him to be correct, duly vouched, and in accordance with law, or specially report to the society through the committee in what respects he finds them incorrect, unvouched, or not in accordance with law.

64. *Powers of the Auditor:*—The auditor shall be entitled to call for and examine any paper or document belonging to the society and shall make a special report to the society through the Committee upon any matter connected with the accounts which appears to him to require notice.

65. *publication of Accounts and Report:*—A copy of the last balance sheet of the society and of the report of the Auditor if any, shall when ready be kept hung up for one month in conspicuous place in the registered office of the society.

66. *Inspection by members:*—A member shall be allowed to inspect his own accounts at all reasonable hours at the registered office of the society, or at any place where the same is kept subject to such regulations as to the time and manner of such inspection as may be made from time to time by the Committee.

67. *Banking Account*—A banking account shall be opened by the society into which all moneys received on behalf of the society shall be paid, provided that the Secretary may retain in his personal custody a sum not exceeding Rs. 50 for petty expenses. All payments above Rs. 20 shall be made by cheque.

## XVI. GENERAL.

68. *Interest due on arrears*—A member in arrears after thirty days from the date of notice shall pay interest at 3 cash per rupee per month on the amount outstanding. The Committee may remit or reduce interest provided sufficient cause is shown to their satisfaction.

69. Money left after notice of repayment:—If a member who has received notice that the committee are prepared to pay him off on a certain date leaves the sum to be thus unpaid in the hands of the society, he shall not be entitled to any interest thereon after the expiration of the time named in the notice of repayment.

70 *Sufficient notice.*—Every member shall be taken to have due notice of every meeting, resolution, and other matter, of which notice is required by the bye-laws or rules of the society to be given if the same is sent by post or personal delivery to the registered address of such member.

71. *The seal of the Society:*—The society shall have a common seal and every deed or instrument, to which it is affixed shall be signed by the Secretary and two members of the Committee.

72. Addition or alteration in the byelaws.—No byelaws may be altered or abrogated nor can any byelaw be enacted unless

(1) A proposal to do so has been communicated to all members ten days before-hand.

(2) The resolution is passed by not less than two thirds of the members present at a General Meeting, Annual or Special;

(3) And is approved and registered by the Registrar;

73. All cash balances above Rs. 100 shall be then and there invested in banks approved by the Registrar.

74. A Rupee in these bye-laws means a British Rupee of 28 Chs 8 cash.

### THE BUILDING & HOUSING CO-OPERATIVE SOCIETY LTD.

No.

APPLICATION FOR MEMBERSHIP/*Additional shares.*

1. Name in full.
2. Caste.
3. Father's or Uncle's name.
4. Age and date of birth.
5. Occupation and Address.
6. Residence.
7. Number of shares proposed to be taken in addition to shares held in Gl.No.
8. Name of person to whom applicant desires that his interest should be made over in the event of death.

Witnesses. 1.
2.

## DECLARATION.

I accept the Bye-laws of the Society and the rules thereunder as binding upon me.

Signature,
Present Address,

Station. Date.

This and the entrance fee will be received only after the application is accepted by the Managing Committee.

I know the applicant and he has signed in my presence.

Member.
No.

## BY-LAWS OF THE……………………CO-OPERATIVE BETTER LIVING SOCIETY, LIMITED.

Taluk………………………………Division.

Name.

1. This society shall be called the………………………Co-operative Better Living Society, Limited, and its registered address shall be at……………………………………Anchal Office, Taluk ……………………………… Division. …………

OBJECTS.

2. Its objects are to promote the economic interest of its members and more particularly—

(1) to reform bad customs prevalent amongst the members:
(2) to prevent the waste of money and inculcate habits of thrift,
(3) to improve the moral and spiritual condition of members;
(4) to provide educational assistance to the children of members:
(5) to promote other measures designed to encourage in the members the spirit and practice of thrift, mutual help and self-help.

MEMBERSHIP.

3. The members shall consist of:—

(1) persons who join in the application for registration;
(2) persons admitted in accordance with these by-laws.

4. Every member of the society must be,—

(1) a member of… tribe or caste;
(2) ordinarily resident in ;
(3) of good character;
(4) of not less than 18 years of age except in the case of the minor heir of a deceased member.

5. Members shall be admitted after election by the managing committee subject to the confirmation of a general meeting.

6. Every member on admission shall pay one rupee as admission fee and sign his name or make his thumb-mark in the register of members before two witnesses, or shall submit a signed application witnessed by two members.

7. Every member shall sign an agreement to the effect that in consequence of being a member of the Co-operative Better Living Society, he will observe such reformed customs as the general meeting may approve, and will not spend more on any ceremony than the amount fixed by the general meeting; and in the event of his breach of this undertaking he will pay to the society such fine not exceeding Rs. 100 as the committee may impose.

He shall thereupon share in the rights and liabilities of the society.

8. Membership shall be terminated by—

(1) death ;

(2) permanently ceasing to reside in ;

(3) withdrawal after three months' notice to the Secretary :

(4) permanent insanity ;

(5) expulsion by a two-thirds majority of a meeting at which not less than half the members are present and vote.

9. A member may be expelled for any action which may be held by the managing committee and a general meeting to be dishonest or contrary to the stated objects of the society or to the interests of co-operation.

10. The liability of each member for the debts of the society shall be limited to Rs. 20.

11. The capital shall be composed of :—

(1) entrance fees ;

(2) contributions ;

(3) donations ;

(4) fines.

The society shall receive no loans or deposits.

12. The committee may impose a fine not exceeding Rs. 100 on any member who fails to observe the customs adopted or the limits of ceremonial expenditure prescribed by the general meeting. Such fine shall become due for payment immediately after imposition, but the member may appeal to the general meeting.

13. The committee may levy contributions from a member on the occasion of ceremonies taking place in his family or household, according to a scale to be prescribed by a general meeting. Such contributions shall become immediately due for payment on the occurrence of the ceremony, without a formal demand.

### General Meeting.

14. The supreme authority shall be vested in the general meeting which shall be held at the time of annual audit or in Chingom, and at other times, when summoned by the Registrar or the President, or by the committee of their own motion or at the written request of not less than 1/5 of the members.

The presence of at least one-third of the members shall be necessary for the disposal of any business at such meetings, provided that where the total number of members exceeds 100, thirty members shall suffice.

15. In a general meeting the following business shall be transacted:

(1) the election, suspension and removal of members of the managing committee, including a President and one or more Vice Presidents ;

(2) the election of a Treasurer to keep the money of the society;

(3) the consideration of the annual statement of accounts and balance sheet and of the auditor's report and the inspection notes of the Registrar and the Inspector;

(4) the confirmation of the admission and expulsion of members;

(5) the adoption of customs to be observed and the fixing of the maximum expenditure to be incurred on each ceremonial occasion;

(6) the assessment of contributions to be paid to the funds of the society by a member on the occasion of ceremonies occurring in his family or household, such as marriage, birth etc.;

(7) the amendment of the by-laws subject to the sanction of the Registrar.

16. Amendment of the bye-laws shall only be carried out by a majority of a meeting at which not less then two-thirds of the members are present; provided that when the amendment has received the previous approval of the Registrar, it may be adopted by a majority consisting of two-thirds of the members present at a general meeting held after due notce of the proposed amendment has been given to the members. All other questions before the general meeting shall be decided by a majority of votes. When votes are equal the chairman shall have a casting vote.

17. Each member shall have one vote. No proxies shall be allowed but a member may send in a written and signed opinion on any question affecting him that is under discussion. The opinion shall not be counted as a vote. No member shall be entitled to vote from whom any fine is due to the society.

18. All business discussed or decided at a general meeting shall be recorded in a proceedings book which shall be signed by the chairman of the meeting.

### *Managing Committee.*

19. The managing committee shall consist of at least five members of the society over the age of 21 including President and one or more Vice-Presidents. The members shall be elected for one year and shall be eligible for election, provided that if for any unavoidable reason a general meeting could not be held at a suitable time within the year, the existing committee shall continue to hold office till the election of a new committee; but such election shall in no case be held later than eighteen months after the election of the previous committee.

20. A member of the committee shall cease to hold office if he :—

(1) ceases to be a member of the society;

(2) becomes of unsound mind;

(3) is convicted of any offence involving dishonesty or is imprisoned for three months;

(4) holds any office or place of profit under the society or receives any honorarium.

21. Meetings of the committee shall be held when necessary. The attendance of at least three members shall be required for the disposal of any business. The President or Vice-President or in their absence one of the other members shall preside. Each member shall have one vote. The Chairman shall have a casting vote.

22. The committee shall exercise all the powers of the society except those reserved for the general meeting, subject to any regulations or restrictions duly laid down by the society in a general meeting or in the bye-laws: and in particular shall have the following powers and duties:—

(1) to observe in all their transactions the Act, the notified rules and these bye-laws:

(2) to maintain true and accurate accounts of all money received and expended;

(3) to keep a true account of the assets and liabilities of the society;

(4) to keep a register of members correct and up-to-date;

(5) to prepare and lay before the annual general meeting a profit and loss account and a balance sheet;

(6) to examine the accounts, sanction contingent expenditure and supervise the maintenance of the prescribed registers;

(7) to consider the inspection notes of the Registrar and the Inspector and take necessary action;

(8) to elect new members subject to the confirmation of a general meeting;

(9) to summon general meetings in accordance with bye-law 14;

(10) to levy contributions from members as prescribed in bye-law 13;

(11) to fine members as prescribed in bye-law 12, who fail to abide by the customs adopted in general meeting, or who spend on any ceremony a sum larger than that sanctioned;

(12) to consider and propose to the general meeting any improved custom or any reduction of expenditure which they consider beneficial and in accordance with the objects of the society;

(13) to assist in arrangements for the education of the members' children;

(14) to assist in the inspection of the books by any person authorised to see them;

(15) to appoint, suspend or dismiss employees;

(16) through any member or officer or employee of the society or any other person specially authorised, to institute, conduct, defend, compromise, refer to arbitration or abandon legal proceedings by or against the society or committee or the officers or employees concerning the affairs of the society;

(17) to acquire on behalf of the society shares in registered central co-operative societies;

(18) generally to carry on the business of society;

(19) to arrange for the custody of books and to appoint one of its members or one of the officers of the society resident in the village to take charge of all the registers and papers prescribed in these bye-laws.

In their conduct of the affairs of the society the committee shall exercise the prudence and diligence of ordinary men of business and shall be responsible for any loss sustained through acts contrary to the law, the notified rules and the bye-laws.

23. All business discussed or decided at a meeting of the committee shall be recorded in a proceedings book which shall be signed by the Chairman of the meeting and all the members of the committee present.

### SECRETARY.

24. The committee shall appoint a secretary, who, if he is not a member of the committee, may receive pay or an honorarium with the sanction of a general meeting.

25. The powers and duties of the secretary shall be as follows:—

(1) to maintain correctly and up to date the prescribed papers and registers;

(2) to prepare all receipts, vouchers and documents required by the notified rules or these bye-laws or called for by the committee;

(3) to sign on behalf of the society and conduct its correspondence;

(4) to summon and attend general meetings and meetings of the committee;

(5) to record the proceedings of such meetings and have them duly signed;

(6) to prepare the annual statements;

(7) to certify copies of entries in books.

### REGISTERS.

26. The following registers and papers shall be maintained:—

(1) a register of members, showing the name, address, and occupation of every member, the date of his admission to membership, and (if a minor) his age at that date, and the date of termination of his membership;

(2) a register of agreements, in which every member on admission shall sign his name or make his thumb mark;

(3) a cash book showing the receipts, expenditure and balance on each day on which business is done;

(4) a minute book showing the proceedings of general meetings and committee meetings, and notes of inspecting officers;

(5) a register of approved customs, and approved expenditure on ceremonies.

27. The committee shall appoint one of its members or one of the officers of the society resident in the village to make, hold and keep in safe custody all the registers and papers in use of the society and prescribed in bye-law 26.

28. The registers and papers of the society shall be open to the inspection of any one interested in the funds.

Copies of the bye-laws and of the balance sheet, and of resolutions showing any approved custom or approved maximum expenditure, shall be supplied free on demand to any member.

### TREASURER.

29. The treasurer shall take charge of all money received by the society from members and from others and shall make disbursements in accordance with the directions of the committee. He shall sign the cash book in token of its correctness and produce the cash balance whenever called upon to do so by the committee or auditor.

### EMPLOYMENTS OF FUNDS.

30. The funds of the society may be devoted to the promotion of the stated objects of the society.

### DISPUTES.

31. Any disputes concerning these bye-laws or the business of the society between members or past members of the society or persons claiming through them or between a member, or past member or person so claiming and the committee or any officer shall be referred to the Registrar as provided in the rules under the Act.

# BYE-LAWS OF THE.....................CO-OPERATIVE THRIFT SOCIETY, LIMITED.

## NAME.

1. This society shall be called the.................Co-operative Thrift Society, Limited, and its registered address shall be at...................... ...Anchal Office,..............., Taluk,...............Division.

## OBJECTS.

2. Its objects are to promote the economic interests of its members and more particularly to arrange :—

(1) the creation of funds to be lent to its members for necessary purposes;

(2) the receipt of deposits from members and non-members;

(3) other measures designed to encourage in the members the spirit and practice of thrift, mutual help and self-help.

## MEMBERSHIP.

3. Membership of the society shall be open to all persons who may join in the application for registration or may thereafter be elected according to these bye-laws.

4. Members shall be admitted after election by the managing committee, subject to the confirmation of a general meeting. Every applicant shall submit a signed and dated application, specifying the number of shares which he wishes to subscribe.

5. Every member on admission by the committee shall pay an entrance fee of Re. 1 and take at least one share in the society, and shall sign his name in a register containing a list of names, descriptions and addresses of the members of the society in token of his acceptance of these rules. When a member has paid his entrance fee and the first instalment of his share he shall be deemed to have acquired all the rights and incurred all the obligations and responsibilities of a member of the society as laid down in the Act, rules and these bye-laws.

6. Membership shall be terminated by :—

(1) death;

(2) ceasing to hold one full share;

(3) withdrawal after three months' notice to the Secretary, provided that the member withdrawing is not in debt to the society and is not surety for an unpaid debt;

(4) expulsion under bye-law 9.

7. A member, an ex-member, or on his death, the heir nominated may transfer his shares to another member or to an applicant qualified under bye-law 3 and approved by the committee under bye-law 4, or to a share transfer fund created by the society out of its profits, and shall then be paid the value of his shares, less any sum due from him to the society. All transfers shall be subject to the confirmation of a general meeting.

8. The value of the share shall in no case be more than the sum received by the society in payment thereof.

9. A member may be expelled for—

(1) failure to pay the share money or debts due from him to the society,

(2) conviction of a criminal offence involving dishonesty or resulting in his imprisonment for 3 months.

(3) bankruptcy or application for bankruptcy,

(4) any action which may be held by the managing committee and a general meeting to be dishonest or contrary to the stated objects of the society or the interests of co-operation, such as misapplying a loan, incurring serious outside liability without the society's knowledge or permission, or refusing to give information as to his debts.

A member may only be expelled by a two-thirds majority of a meeting in which half the members are present and vote.

10. Any money due on any account from the society to a member or past member or person claiming through him may be set off in payment of any sum which he owes or for which he stands surety.

### CAPITAL.

11. The capital shall be composed of :—

(1) an undetermined number of shares of the value of Rs......... each.

(2) deposits from members,

(3) deposits and loans from non-members,

(4) realised profits.

The acceptance of deposits and loans from non-members shall be subject to any restrictions which the Registrar may impose.

12. Every member shall hold at least one full share and no member shall hold shares of which the nominal value exceeds Rs. 1,000 or exceeds one-fifth of the total share capital actually subscribed. If any

member by inheritance or otherwise becomes possessed of more than the maximum holding permitted by this rule, the managing committee shall have power to sell the excess number or to buy them on behalf of the society, and to hold the proceeds at his disposal.

13. Shares may be paid up in a single payment or in equal monthly instalments of not less than Rs.……………The first instalment shall be paid within seven days from the admission of a member by the committee and subsequent instalments on or before the 7th day of each calendar month.

14. Shares shall not be withdrawn, repaid or transferred otherwise than as provided in bye-law 7.

### LIABILITY.

15. The liability of the members for any deficit in the assets of the society on liquidation shall be limited to………………times the value of their shares.

### GENERAL MEETING.

16. The supreme authority shall be vested in the general meeting which shall be held at the time of the annual audit or as soon after as may be found practicable, and at other times when summoned by the Registrar or the President or by the committee of their own motion, or at the written request of not less than six members.

The presence of at least one-third of the members shall be necessary for the disposal of any business at such meetings: provided that where the total members exceeds 100, thirty members shall suffice.

17. In general meeting the following business shall be transacted :—

(1) the election, suspension and removal of members of the managing committee, including a President and one or more Vice-Presidents;

(2) the consideration of the annual statement of accounts and audited balance sheet and of the auditor's report and the inspection notes of the Registrar and the Inspector;

(3) the disposal of the profits in accordance with the Act, the notified rules and these bye-laws;

(4) the confirmation of the admission and expulsion of members and of the transfer of shares;

(5) the fixing, subject to the approval of the Registrar, of the maximum liability to be incurred during the following year in loans and deposits from non-members,

(6) the fixing of a maximum credit for each member, which shall not be exceeded without the sanction of the Registrar,

(7) the amendment of the bye-laws subject to the sanction of the Registrar.

18. Amendment of the bye-laws shall only be carried out by a majority of a meeting at which not less than two-thirds of the members are present, provided that amendments previously approved by the Registrar may be adopted by a majority of two-thirds of the members present in a general meeting in which due notice of the intention to discuss such amendments has been previously given. All other questions before the general meeting shall be decided by a majority of votes. When the votes are equal, the chairman shall have a casting vote.

19. Each member shall have one vote irrespective of the number of shares held by him. No proxies shall be allowed. No member shall be allowed to vote who is in arrears with his share instalments.

20. All business discussed or decided at a general meeting shall be recorded in a proceedings book which shall be signed by the chairman of the meeting.

### MANAGING COMMITTEE.

21. The managing committee shall consist of at least five members of the society over the age of 21, including a President and one or more Vice-Presidents. The members shall be elected for one year and shall be eligible for re-election. The President may nominate a member in place of any member of the committee.

22. A member of the committee shall cease to hold office if he—

(1) ceases to be a member of the society,

(2) applies for insolvency or is declared insolvent,

(3) fails, without showing satisfactory reason to attend the committee meetings,

(4) is convicted of any offence involving dishonesty or is imprisoned for 3 months,

(5) holds any office or place of profit under the society or receives any honorarium,

(6) lends money on his own account.

23. Meetings of the committee shall be held when necessary. The attendance of at least 8 members shall be required for the disposal of any business. The President or Vice-President, or in their absence one of the other members, shall preside. Each member shall have one vote. Chairman shall have a casting vote.

24. The committee shall exercise all the powers of the society except those reserved for the general meeting, subject to any regulations or restrictions duly laid down by the society in a general meeting

or in the bylaws; and in particular shall have the following powers and duties—

(1) to observe in all their transactions the Act, the notified rules and the bylaws;

(2) to maintain true and accurate accounts of all money received and expended;

(3) to keep a true account of the assets and liabilities of the society;

(4) to keep a register of members correct and up to date,

(5) to prepare and lay before the annual general meeting a profit and loss account and an audited balance sheet;

(6) to examine the accounts, sanction contingent expenditure and supervise the maintenance of the prescribed register;

(7) to consider the inspection notes of the Registrar and the Inspector to take necessary action·

(8) to elect new members, to issue new and transfer old shares subject to the confirmation of a general meeting.

(9) to arrange for the recovery of share instalments and monthly deposits and of interest on overdue instalments of shares

(10) to summon general meetings in accordance with bylaw 16

(11) to contract loans subject to any restrictions imposed by the general meeting or by the Registrar

(12) to decide the terms on and the periods for which loans and interest to be given, to approve or reject the security, to arrange for the recovery of loans and interest and to sanction renewals when necessary :

(13) to decide the terms on, the periods for and the rates of interest at which fixed deposits are to be received, and to arrange for the payment or return of such deposits;

(14) to watch that loans are applied to the approved purposes for which they were paid:

(15) to assist the inspection of the books by any person authorised to see them;

(16) to appoint, suspend or dismiss employees.

(17) through any member or officer or employee of the society or any other person specially authorised, to institute, conduct, defend, compromise, refer to arbitration or abandon legal proceedings by or against the society or committee or the officers or employees concerning the affairs of the society;

(18) to acquire on behalf of the society shares in other registered co-operative societies;

(19) generally to carry on the business of the society.

In their conduct of the affairs of the society, the committee shall exercise the prudence and diligence of ordinary men of business and shall be responsible for any loss sustained through acts contrary to the law, the notified rules and the bylaws.

25. No member of the committee shall receive any remuneration. No member of the committee shall vote in any application for a loan in which he himself is interested as a borrower, nor shall he stand surety for a new loan to another member of the committee.

26. The proceedings of the committee shall be recorded in the minute book to be kept for the purpose by the Secretary and signed by the chairman. Three members of the committee shall form a quorum.

### PRESIDENT.

27. The President shall exercise a general supervision and control over the affairs of the society.

### SECRETARY AND TREASURER.

28. The committee shall elect one of its members as Secretary and another as Treasurer.

29. The powers and duties of the Secretary shall be as follows :—

- (1) to maintain correctly up to date the prescribed papers and registers ;
- (2) to procure from borrowers the due execution of bonds with security when required under bylaw 37.
- (3) to prepare all receipts, vouchers and documents required by the notified rules or the bylaws or called for by the committee ,
- (4) to sign on behalf of the society and conduct its correspondence ;
- (5) to summon and attend general meetings and meetings of the committee ;
- (6) to record the proceedings and have them signed ;
- (7) to prepare the annual statements ;
- (8) to certify copies of entries in the books under Section 25 of the Act.

30. The following registers and papers shall be maintained, and shall be open to the inspection of any one interested in the funds, except that no one shall be allowed to see the deposit account of any person without that person's consent in writing :—

- (1) a register of members showing the name, address and occupation of every member, the number of shares held by him, the date of his admission to membership, and the heir nominated in his kindred roll ;
- (2) a cash book showing the income, expenditure and balance on each day on which business is done ;
- (3) a ledger account for each member, depositor and creditor, and for miscellaneous and contingent income and expenditure.
- (4) a register showing the monthly instalments for repayment of loans ;
- (5) a minute book ;
- (6) an account showing the monthly instalments of shares and deposits;
- (7) a register showing the maximum credit of each member ;

(8) a book of bonds showing all loans issued;

(9) a pass book for each member or depositor.

31. The Treasurer shall take charge of all money received by the society and shall make disbursement in accordance with the directions of the committee. He shall sign the cash book in token of its correctness, and shall produce the cash balance when called upon to do so by the committee or the auditor.

32. The Treasurer shall ordinarily hold a cash balance not exceeding Rs. 50 to meet emergent cases. All cash in excess of the amount shall be deposited in a bank to be selected by the committee and approved by the Registrar. Withdrawals passed by the committee shall be signed by the Secretary and the Treasurer.

### DEPOSITS.

33. Deposits for a fixed term may be taken from members and non-members.

34. (1) Every member shall make a monthly savings deposit with the society for one or more of the following objects The object shall be specified at the time of making the deposits, and there shall be a separate account for each object:—

(*a*) the illness of himself or any relative dependent on him;

(*b*) the education of any relative dependent on him·

(*c*) the marriage of himself or any relative dependent on him;

(*d*) the building of a residental house;

(*e*) any other object approved by a majority of the entire managing committee.

(2) The deposit shall be on the following minimum scale —

| *Income.* | | *Deposit.* |
|---|---|---|
| Rs. 30 or less | ... | 8 annas monthly. |
| Up to Rs. 50 | ... | Re. 1 monthly. |
| do. 75 | ... | Rs. 2 do. |
| do. 100 | ... | Rs. 3 do. |
| Over 100 | ... | Rs. 4 do. |

Any member may agree to deposit at a higher rate in whole rupees, but six months' notice shall be required of the intention to reduce his deposit from such a higher rate.

(3) Any member failing to make the required deposit within a month of the prescribed date (the 7th of each month) shall receive no interest on money already deposited for the object concerned for the period during which the payment is in arrears.

(4) With the sanction of the committee a member may be exempted from the obligation to deposit for any period during which he is on leave.

(5) Compound interest shall be paid upon such deposits at a rate not exceeding 6 3/4 per cent. to be determined annually by the committee and shall be credited to each deposit account.

(6) Six weeks' notice of withdrawal shall be required in the case of other monthly deposits and three days in the case of a deposit for illness. The depositor shall satisfy the committee that the specified need, for which the deposit was made, has arisen. Any member who fails to apply the money withdrawn by him to the object for which it was deposited shall repay the entire sum immediately.

(7) The committee may sanction the withdrawal of monthly deposits, for whatever object deposited, for (*a*) investment in any trust security, or (*b*) purchase of an annuity, or any single payment of insurance benefit (*c*) any other object approved by a majority of the entire managing committee.

## LOANS

35. Loans may be granted to a member for any necessary purpose but they shall not be granted for extravagant or speculative purposes. Except in the first year of the society, no loans shall be made to a member within a month of his admission. Applications for loans shall be submitted to the Secretary with a clear and true statement of the purposes for which they are required, and they shall be dealt with by the committee at their next meeting according to their discretion.

36. The total amount of money on loan to members not including deposits which have been withdrawn and are being repaid under bylaw 34, shall not at any time exceed the amount of the paid up share capital and the reserve fund.

37. The committee shall take security in one or more sureties for loans. No loan may exceed one year's income of the borrower, whichever be the less. No member may stand surety for more than Rs.      All sureties must be members of the society.

38. Loans shall be recovered in such number of equal monthly instalments as may be fixed by the committee up to a maximum of......... The committee may suspend repayment of any instalment for one or more months on sufficient cause being shown, and may charge interest at... per month on the amount actually unpaid, and may thereby extend the time of total repayment by a period not exceeding six months.

39. If the committee find that the security for an outstanding loan has become insufficient, they shall call on the borrower to provide satisfactory security, and in default shall call in the loan at once. The loan shall also be recalled if the committee find that it has not been applied to the purpose for which it was taken.

40. Interest at the rate of... percent per annum shall be charged on each loan.

41. All documents creating a charge or obligation on the society shall be signed by the President, Secretary and Treasurer, provided that in the case of receipts and cheques up to Rs. 200 and receipts for deposits and repayment of loans, the President or Secretary or Treasurer may sign. All important documents of the society shall be sealed with

the society's seal. The seal shall be kept in the custody of the Secretary.

### AUDIT.

42. The accounts of the society shall be audited once a year by an auditor appointed by the Registrar.

43. At the close of each working year the expenses shall be deducted from the gross profits, and the net profits shall be distributed as follows ;—

(1) ten per cent. shall be carried to the Reserve Fund ;
(2) a dividend not exceeding 10 per cent. may be paid on fully-paid shares at a rate determined by the committee ;
(3) a contribution not exceeding 7 1/2 per cent. of the annual profits may be made to a common purpose ;
(4) the balance may be carried to a share transfer fund for the purpose described in bylaw 7, or to the Reserve Fund, or may be carried forward to the next year.

44. The reserve Fund shall be available by resolution of the general meeting to cover any deficiency which may arise from unforeseen losses and to serve as security for any loans which the society may find that it has to contract, provided that any sum withdrawn from the Reserve Fund to cover a deficiency in any year shall be restored in subsequent years out of profits before any dividend is paid. The Reserve Fund is otherwise indivisible.

45. All matters not specially provided for are to be decided in accordance with the Co-operative Societies Act V of 1112 and the rules notified by the Government.

46. A *Re* means a Br. Re of 28 chukrams 8 cash.

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*Indivisible profit.*

## BYE-LAWS OF THE............................CO-OPERATIVE INDUSTRIAL SOCIETY,

### NAM .

1. This society shall be called the ............................Co-operative Society, and its registered address shall be at.................................. Anchal Office ............................... Taluk.........................Division.

### OBJECTS.

2. Its objects are to promote the economic interests of the members, and more particularly to arrange:—

(1) the creation of funds to be lent to its members for necessary purposes,

(2) the purchase of raw material and implements of the craft for supply to members and the purchase and sale of the finished goods of members:

(3) the provision of educational assistance to its members:

(4) other measures designed to encourage in the members the spirit and practice of thrift, mutual help and self help.

### MEMBERSHIP.

3. The members shall consit of —
   (1) persons who join in the application for registration ;
   (2) persons admitted in accordance with these by-laws :

4. Every member of the society must be:—
   (1) a.......................... ordinarily resident in....................
   (2) of good character :
   (3) of not less than 18 years of age, except in the case of a minor heir of a deceased member;
   (4) not a member of any other society, the liability of which is unlimited ;

Provided that not more than 3 other persons who are not .............................................................may be admitted as members if resident in ................................. and approved beforehand by a general meeting: clause 4 of this by-law and clause 7 of by-law 7 shall not apply to such members.

5. Members shall be admitted after election by the managing committee subject to the confirmation of the general meeting.

6. Every member on admission shall sign his name or make his thumb mark in the register of members, and shall pay an admission fee of ...................

7. Membership shall be terminated by:—
   (1) death ;
   (2) ceasing to hold one full share ;
   (3) ceasing to reside in ..................;
   (4) withdrawal after one month's notice to the Secretary, provided that the member withdrawing is not in debt to the society and is not surety for an unpaid debt ;
   (5) permanent insanity
   (6) expulsion by a two-thirds majority of a meeting at which not less than half the members are present and vote ;
   (7) joining another society of unlimited liability.

8. Every member shall nominate a person, or persons, to whom on his death his shares shall be transferred ; but no member may nominate more than one person, unless he holds more than one share and in any case, unless the amount to be paid to such nominee, whether by way of whole shares or by fixed proportion of the amount available for transfer, as the case may be, is duly specified when the nominees are appointed ; and he shall attest the nomination by making his signature in the register of members. If not admitted to membership, the nominee or

nominees shall after one year be paid the value of the share or interest, less any sum due from the deceased member to the society. If any deduction has to be made on this account and there is more than one nominee, the amount to be deducted shall be set off against the amount due to each nominee in proportion to his interest.

9. A member shall not transfer any share held by him except to an existing share holder or to another person qualified under by-law 4 and approved by the managing committee for this purpose. Such transfers shall be subject to the confirmation of a general meeting.

10. A person whose membership is terminated under by-law 7 (3) shall be paid the value of his shares within six months.

11. A person whose membership is terminated under by-law 7 (2), (4), (5), (6) or (7) shall be entitled to receive the value of his shares (less any sum due from him) on the expiry of two years from the termination of membership.

12. The value of the share shall, in no case, be more than the sum received by the society in payment thereof.

13. A member may be expelled for :—

(1) failure to pay the share money or debts due from him to the society ;
(2) ceasing to follow the ........................ craft ........................ ........................;
(3) conviction of a criminal offence involving dishonesty or resulting in his imprisonment for 3 months ;
(4) bankruptcy or application for bankruptcy :
(5) any action which may be held by the managing committee or a general meeting to be dishonest or contrary to the stated objects of the society or to the interest of co-operation, such as misapplying a loan, incurring serious outside liability without the society's knowledge or permission, or refusing to give information as to his debts.

14. Any money due on any account from the society to a member or past member or person claiming through him may be set off in payment of any sum which he owes or for which he stands surety.

### LIABILITY.

15. Members are jointly and severally liable without limit for all debts incurred and all loans and deposits taken by the society in pursuance of its stated objects,

Provided that the liability of members elected under the proviso to by-law 4 shall be limited to the nominal amount of their shares.

### CAPITAL.

16. The capital shall be composed of—

(1) an undetermined number of shares of the value of Rs. each.
(2) deposits from members ;

(3) deposits and loans from non-members,

(4) realised profits.

The acceptance of deposits and loans from non-members shall be subject to any restrictions which the Registrar may impose.

### SHARES.

17. Every member shall hold at least one full share.

A member admitted after the first year may pay all instalments of shares on account of past years together with interest of 6¼ per cent. per annum. If he does not pay the instalments of shares due on account of past years he may be admitted, but his shares will be returnable after 10 years from the date of admission.

18. Shares shall be paid up in not more than……… ……instalments due on the 1st……………… …Any member may pay up the full value in advance at any time. Members not paying their instalments by the due date may be fined not more than ………pies per rupee for every instalment in arrear.

19. No member shall hold shares whose nominal value exceeds Rs. 1,000 or exceeds one-fifth of the total share capital actually subscribed. If any member by inheritance or otherwise becomes possessed of more than the maximum holding permitted by this rule the managing committee shall have power to sell the excess number, or to buy them on behalf of the society, and to hold the proceeds at his disposal.

20. Shares may be withdrawn without profit after 10 years from the date of registration or from the date of admission of a member as the case may be.

### GENERAL MEETING.

21. The supreme authority shall be vested in the general meeting which shall be held at the time of annual audit or as soon after as may be found practicable, and at other times, when summoned by the Registrar or the President, or by the committee of their own motion or at the written request of not less than six members.

The presence of at least one-third of the members shall be necessary for the disposal of any business at such meetings:—

22. In a general meeting the following business shall be transacted:-

(1) the election, suspension and removal of members of the managing committee including a President and one or more Vice President,

(2) the election of a Treasurer to keep the money of the society,

(3) the consideration of the annual statement of accounts and balance sheet, and of the auditor's report, and the inspection notes of the Registrar and the Inspector;

(4) the disposal of the profits in accordance with the Act, the notified rules, and these bye-laws:

(5) the confirmation of the admission and expulsion of members, and of the transfer of shares;

(6) the fixing, subject to the approval of the Registrar, of the maximum liability to be incurred during the following year in loans or deposits from non-members

(7) the fixing of the maximum credit for each member, provided that such maximum shall not be more than that laid down in Registrar's instructions on the subject; but this may be exceeded with the special sanction in each case of the Registrar;

(8) the election of representatives to any central society to which the society is affiliated;

(9) the amendment of the by-laws, subject to the sanction of the Registrar.

23. Amendment of the by-laws shall only be carried out by a majority of a meeting at which not less than two-thirds of the members are present, provided, that in the case of societies with limited liability, model by-laws or amendments previously approved by the Registrar may be adopted by a majority consisting of two-thirds of the members present at a general meeting of which due notice of the intention to discuss such model by-laws or amendments has been given. All other questions before the general meeting shall be decided by a majority of votes. When the votes are equal, the chairman shall have a casting vote.

24. Each member shall have one vote, irrespective of the number of shares held by him. No proxies shall be allowed. No member shall be allowed to vote who is in arrears with his share instalments.

25. All business discussed or decided at a general meeting shall be recorded in a proceedings book which shall be signed by the chairman of the meeting.

## Managing Committee.

26. The managing committee shall consist of at least three members of the society over the age of 21, including a President and one or more Vice-Presidents. The members shall be elected for one year and shall be eligible for re-election: provided that if for any unavoidable reason a general meeting could not be held at a suitable time within the year, the existing committee shall continue to hold office till the election of a new committee, but such election shall in no case be held later than 18 months after the election of the previous committee.

27. A member of the committee shall cease to hold office if he—

(1) ceases to be a member of the society,

(2) applies for insolvency or is declared insolvent,

(3) becomes of unsound mind,

(4) is convicted of any offence involving dishonesty or is imprisoned for three months,

(5) holds an office or place of profit under the society or receives any honorarium,

(6) lends money on his own account,

(7) carries on business on his own account similar to that specified in by-law 2 (2).

28. Meetings of the committee shall be held when necessary. The attendance of at least three members shall be required for the disposal of any business. The President or Vice President or in their absence one of the other members shall preside. Each member shall have one vote. The chairman shall have a casting vote.

29. The committee shall exercise all the powers of the society except those reserved for the general meeting, subject to any regulations or restrictions duly laid down by the society in a general meeting or in the By-laws, and in particular shall have the following powers and duties.

(1) to observe in all their transactions the Act, the notified rules and the by-laws,
(2) to maintain true and accurate accounts of all money received and expended and all stock bought and sold,
(3) to keep a true account of the assets and liabilities of the society;
(4) to keep a register of members correct and up-to-date;
(5) to prepare and lay before the annual general meeting a profit and loss account and a balance sheet;
(6) to examine the accounts, sanction contingent expenditure and supervise the maintenance of the prescribed registers;
(7) to consider the inspection notes of the Registrar and the Inspector and take necessary action:
(8) to elect new members to issue new and transfer old shares subject to the confirmation of a general meeting;
(9) to arrange for the recovery of share instalments and of interests on overdue instalments;
(10) to summon general meetings in accordance with by-law 21;
(11) to contract loans subject to any restrictions imposed by the general meeting or by the Registrar;
(12) to decide the terms on and the periods for which loans in cash or kind are to be given, to approve or reject the security to arrange for the recovery of loans and profit and to sanction renewals when necessary;
(13) to decide the terms on, the periods for, and the rates of interest at which deposits are to be received, and to arrange for the payment or return of deposits;
(14) to decide the terms of purchase and sale of raw material, implements of the.........................craft, and finished goods, and to arrange for the safe custody of such assets while in stock;
(15) to obtain indents from members for raw materials which are to be purchased;
(16) to watch that loans are applied to the approved purpose for which they were made;

(17) to assist the inspection of the books by any person authorised to see them;

(18) to appoint, suspend or dismiss employees;

(19) through any member or officer or employee of the society or any other person specially authorised, to institute, conduct, defend, compromise, refer to arbitration or abandon legal proceedings by or against the society or committee or the officers or employees concerning the affairs of the society:

(20) to acquire on behalf of the society shares in registered central societies;

(21) generally to carry on the business of the society;

(22) to arrange for the custody of books and to appoint one of its members or one of the officers of the society resident in the village to take charge of all the registers and papers prescribed in these bye-laws.

In their conduct of the affairs of the society the committee shall exercise the prudence and diligence of ordinary men of business and shall be responsible for any loss sustained through acts contrary to the law, the notified rules and the bye-laws.

30. All business discussed or decided at a general meeting shall be recorded in a proceedings book which shall be signed by the chairman of the meeting and all the members of the committee present.

### SECRETARY.

31. The committee shall appoint a Secretary, who, if he is not a member of the committee, may receive pay or an honorarium with the sanction of a general meeting.

32. The powers and duties of the Secretary shall be as follows:—

(1) to maintain correctly and up-to-date the prescribed papers and registers:

(2) to procure from borrowers the due execution of bonds with security;

(3) to prepare all receipts, vouchers and documents required by the notified rules or the bye-laws or called for by the committee;

(4) to sign on behalf of the society and conduct its correspondence;

(5) to summon and attend general meetings and meetings of the committee;

(6) to record the proceedings of such meetings and have them duly signed;

(7) to prepare the annual statement;

(8) to certify copies of entries in the books under the Rules

### REGISTERS.

33. The following registers and papers shall be maintained :—

(1) a register of members, showing the name, address and occupation of every member, the number of shares held by him, the date of his admission to membership, and (if a minor) his age at that date, the date of termination of membership, and the nominee appointed under bye-law 8 ;

(2) a cash book showing the receipts, expenditure and balance on each day on which business is done ;

(3) a register of purchase and sale ;

(4) a ledger account for each member, depositor, and creditor and for miscellaneous and contingent income and expenditure, and for purchase and sale of raw material, implements of the weavers' craft, and finished goods ;

(5) a minute book showing the proceedings of general meetings and committee meetings, and the notes of inspecting officers ;

(6) a register showing the account of the instalments of shares ;

(7) a register showing the maximum credit of each member ;

(8) a book of permanent or temporary bonds of security ;

(9) a pass book for each member or depositor.

34. The committee shall appoint one of its members or one of the officers of the society resident in the village to take hold, and keep in safe custody all the registers and papers in use of the society and prsecribed in bye-law 33.

35. The registers and papers of the society shall be open to the inspection of any one interested in the funds, except that no one shall be allowed to see the deposit account of any person without that person's consent in writing.

Copies of the bye-laws and of the balance sheet shall be supplied free on demand to any member.

### TREASURER.

36. The Treasurer shall take charge of all money received by the society, from members and from others, and shall make disbursements in accordance with the directions of the committee. He shall sign the cash book in token of its correctness and produce the cash balance whenever called upon to do so by the committee or auditor.

### EMPLOYMENT OF FUNDS.

37. The funds of the society may be devoted to the promotion of the stated objects of the society and to the purposes set forth in bye-laws 46, 47, 48, 49 and 50.

38. Cash loans shall not be made to any person other than a member of full age. Ordinarily the following will be the maximum period for loans :—

| | |
|---|---|
| (1) purchase of raw material if the society cannot supply it | 3 months. |
| (2) purchase of implements of the craft | 2 years. |
| (3) repair of houses } for members who have abandoned all dealings with money lenders | 2 years. |
| (4) payment of old debts | 2 years. |
| (5) household and ceremonial expenses | 6 months. |

No loans shall be made to a member whose instalments of shares are in arrears.

39. The ordinary loans of the society shall be given in raw material. Cash loans shall be given only in urgent cases to free a member from debt or to prevent him from incurring unavoidable debt. No loans shall be given for extravagant purposes or for trade.

40. A loan shall be given for a specific purpose and shall be applied solely to that purpose. If a loan is not so applied it shall be immediately recalled in its entirety by the committee.

41. The rate of interest on loan shall be per cent per annum.

42. Advances shall be made to members only. It is the duty of the members to buy from the society if their material which they use is in stock. Surplus stock may be sold to non-members. Advances in excess of the maximum credit may be given to members as against finished goods, except those admited under by-law 4. The President may at any time order the immediate sale of the finished goods deposited with the society if he considers that owing to the deterioration of the goods or a fall in the market price the advance given to the depositors is not sufficiently secured.

43. Advances of raw material will be charged interest at……………… per mensem after………………days but interest will be charged from the first day in the case of advance in excess of the maximum credit under bye-law 42.

44. (1) The borrower of a cash loan shall execute a bond and shall in all cases furnish two sureties for each loan. Security for advances in kind shall be given by two permanent sureties who will be liable for all advances taken by their principal debtor during a year………………

………………………

Provided that if any surety denounces his security before the termination of a year, the debtor must find a new surety before receiving a new advance.

(2) Provided also that no member shall be given a Maximum Credit Limit of more than Rs. 200 unless, in addition to furnishing the sureties or permanent surties required under this bye-law, he first gives to the society a first mortgage on immovable property, of which he is sole owner, of a value not less than twice his Maximum Credit Limit.

45. The society, when funds permit, may take up the finished goods of members for sale, paying the producer the full price or a fraction of it in advance. It is the duty of every member to dispose of all his finished goods to the society if the society is willing to receive them and it is the duty of the society to receive all the finished goods of members, if of satisfactory quality, when funds permit. The goods of non-members will not be bought or sold.

### COMPULSORY SAVING DEPOSITS.

47. (1) Every member shall make a monthly savings deposit with the society for one or more of the following objects. The object shall be specified at the time of making the deposit and there shall be a separate account for each object:—

(a) the illness of himself or any relative residing with him

(b) the education of any relative residing with him;

(c) the marriage of himself or any relative residing with him;

(d) the purchase of improved implements;

(e) the building of a residential house.

(2) The amount deposited each month must not be less than…………………, but may be varied once in each year at the member's discretion.

(3) Any member failing to make the required deposit within a month of the prescribed date (……………………… of each month) shall receive no interest on money already deposited for the object concerned for the period during which the payment is in arrear.

(4) With the sanction of the committee a member may be exempted from the obligation to deposit for any period during which he is out of work.

(5) Interest shall be paid upon savings deposits at a rate not exceeding……………per cent to be determined annually by the committee and shall be credited to each deposit account.

(6) Six weeks' notice of withdrawal shall be required in the case of other deposits and three days in the case of the deposit for illness. The depositor shall satisfy the committee that the specified need for which the deposit was made has arisen. Any member who fails to apply the money withdrawn by him to the object for which it was deposited shall repay all interest on this deposit.

(7) The committee may sanction the withdrawal of savings deposits for whatever object deposited, for (a) investment in any Trustee security, (b) purchase of an annuity or any single payment of insurance benefit.

48. No profit shall be divided on shares at any time. In any year after carrying twentyfive per cent of the profits to the Reserve Fund a sum not exceeding five per cent of the profits may be returned to the members as proportionate bonus on goods purchased from or sold to the society. The remainder of the profits will remain as an indivisible

fund in the society and may be used as working capital unless the Registrar otherwise directs.

49. The registered society may, with the sanction of the Registrar, after one-fourth of the net profits in any year has been carried to a reserve fund contribute an amount not exceeding ten per cent. of the remaining net profits to any charitable purpose.

50. The Reserve Fund is indivisible and no member is entitled to claim a specified share in it. Until the Registrar directs that it be invested it may be utilised in the business of the society.

### DISPUTES.

51. Any dispute concerning these by-laws or the busines of the society between members or past members of the society or persons claiming through them or between a member or past member or person so claiming and the committee or any officer shall be referred to the Registrar as provided in the rules notified by the Government.

## BY-LAWS OF THE.............CO-OPERATIVE POULTRY SOCIETY, UNLIMITED.

1. This society shall be called the ........................................ Co-operative Poultry Society, Unlimited, and its registered address shall be at....................................Anchal Office ........................ Taluk............ ............Division.

### OBJECTS.

2. Its objects are to promote the economic interests of its members and more particularly to—

(1) collect and sell on commission or otherwise the eggs and poultry of members,

(2) facilitate the production of eggs by the grant of loans for purchase of hens and by other methods. To advance them loans for the better carrying on of their business,

(3) raise the local standard of poultry farming,

(4) encourage in members the spirit and practice of thrift, mutual help and self help.

### MEMBERSHIP.

3. The members shall consist of —

(1) persons who join in the application for registration,

(2) persons admitted in accordance with these by-laws.

4. Every member of the society must be—

(1) ordinary resident in ..................................,

(2) of good character,

(3) of not less than 18 years of age, except in the case of a minor heir of a deceased member.

5. Members shall be admitted after election by the Managing Committee, subject to the confirmation of a General Meeting.

6. Every member on admission shall sign his name or make his thumb mark in the register of members.

7. Membership shall be terminated by –

(1) death,
(2) ceasing to hold one full share
(3) ceasing to reside in,
(4) withdrawal after three months' notice to Secretary, provided that the member withdrawing is not in debt to the society and is not surety for an unpaid debt,
(5) permanent insanity,
(6) expulsion by a two-thirds majority of a meeting at which not less than half the members are present and vote.

7. definitely ceasing to supply eggs or fowls.

8. Every member shall nominate a person to whom on his death his share or interest shall be transferred and shall attest the nomination by making his signature or thumb mark in the register of members. The nominee if not admitted to membership shall within six months be paid the value of the share or interest. less any sum due from the deceased member to the society.

9. A member shall not transfer any share held by him, except to a person qualified under bye-law 4 and approved by the Managing Committee for this purpose. Such transfer shall be subject to the confirmation of a General meeting.

A person whose membership is terminated under bye-law 7 (3) shall be paid the value of his share within six months.

11. A person whose membership is terminated under bye-law 7 (2), (3), (4), (5), (6) or (7) shall be entitled to receive the value of his share (less any sum due from him) on the expiry of two years from the termination of membership.

12. The value of the share shall in no case be more than the sum received by the Society in payment thereof.

13. A member may be expelled for—

(1) failure to pay the share money or debts due from him to the Society;
(2) conviction of a criminal offence involving dishonesty or resulting in his imprisonment for three months;
(3) bankruptcy or application for bankruptcy;
(4) any action which may be held by the Managing Committee and a General Meeting to be honest or contrary to the stated objects of the Society or to the interests of co-operation, such as misapplying a loan or refusing to sell produce through the society.

14. Any money due on any account from the Society to a member or past member or person claiming through his may be set off in payment of any sum which he owes or for which he stands surety.

### LIABILITY.

15. Members are jointly and severally liable for all debts incurred and all loans and deposits taken by the Society in pursuance of its stated objects to the extent of three times the value of their shares.

### CAPITAL.

16. The capital shall be composed of—

(1) an undetermined number of shares of the value of Rs. 10 each ;

(2) deposits from members ;

(3) deposits and loans from non-members ;

(4) realised profits.

The acceptance of deposits and loans from non-members shall be subject to any restriction which the Registrar may impose.

### SHARES.

17. Every member shall hold one share and no more. The value of the share shall be Rs. 10.

18. Rupee two will be paid on admission and remainder in the following way :

> One chuckram per rupee shall be deducted from the price of eggs supplied by a member to the Society and shall be applied to the payment of his chares. Fractions of a rupee shall not be taken into account for the purpose of deduction.

19. If any member by inheritance or otherwise becomes possessed of more than one share, the Managing Committee shall have the power to sell the excess number or to buy them on behalf of the society and to hold the proceeds at his disposal.

20. Shares shall not be returned otherwise than as in bye-laws 8, 10 and 11.

### GENERAL MEETINGS.

21. The supreme authority shall be vested in the General Meeting which shall be held at the time of annual audit or as soon after as may be found practicable and at other times when summoned by the Registrar or the President or by the Committee of their own motion or at the written request of not less than six members.

22. In a General Meeting the following business shall be transacted:

(1) the election of a Treasurer to keep the money of the Society ;

(2) the consideration of the annual statement of accounts and balance sheet and of the Auditor's report and the inspection notes of the Registrar and the Inspector

(3) the election, suspension and removal of members of the Managing Committee including a President and one or more Vice Presidents;

(4) the disposal of the profits in accordance with the notified rules and these bye-laws

(5) the confirmation of the admission of members and of the transfer of shares;

(6) the fixing, subject to the approval of the Registrar, of the maximum liability to be incurred during the following year in loans or deposits from non-members;

(7) the amendment of the bye laws, subject to the sanction of the Registrar.

23. The amendment of the bye-laws shall only be carried out by a majority of a meeting at which not less than two-thirds of the members are present. All other questions before the General Meeting shall be decided by a majority of votes. When the votes are equal the Chairman shall have a casting vote.

24. Each member shall have one vote. No proxies shall be allowed. No member shall be allowed to vote who is in arrears with his share instalments.

25. All business discussed or decided at a General Meeting shall be recorded in a proceedings book which shall be signed by the Chairman of the meeting.

### MANAGING COMMITTEE.

26. The Managing Committee shall consist of at least five members of the society over the age of 21, including a President and one or more Vice Presidents. The member shall be elected for one year and shall be eligible for re-election.

27. A member of the Committee shall cease to hold office if he—

(1) ceases to be a member of the Society;

(2) applies for insolvency or is declared insolvent;

(3) becomes of unsound mind;

(4) is convicted of any offence involving dishonesty or is imprisoned for three months;

(5) holds any office or place of profit under the Society or receives any honorarium.

28. Meetings of the Committee shall be held when necessary. The attendance of at least three members shall be required for the disposal of any business. The Presidents or Vice Presidents or in their absence one of the members shall preside. Each member shall have one vote. The Chairman shall have a casting vote.

29. The Committee shall exercise all the powers of the Society, except those reserved for the General Meeting, subject to any regulations or restrictions duly laid down by the Society in a General Meeting or in the bye-laws, and in particular shall have the following powers and duties.—

(1) to observe in all their transactions the Act, the notified rules and the bye-laws;

(2) to maintain true and accurate accounts of all money received and expended, and all stock brought and sold;

(3) to keep a true account of the assets and liabilities of the Society;

(4) to keep a register of members correct and up to date;

(5) to prepare and lay before the Annual General Meeting a profit and loss account and balance sheet;

(6) to examine the accounts, sanction expenditure and supervise the maintenance of the prescribed registers;

(7) to consider the inspection notes of the Registrar and the Inspector and take the necessary action;

(8) to elect new members and to issue new, and transfer old shares subject to the confirmation of a General Meeting;

(9) to summon General Meetings in accordance with bye-law 21;

(10) to contract loans, subject to any restrictions imposed by the General Meeting or by the Registrar;

(11) to decide the terms on, and the periods for, which loans are to be given to approve or reject the security, to arrange for the recovery of the loans and profits and to sanction renewals when necessary;

(12) to decide the terms on, the period for, and the rate of interest at which deposits are to be received and to arrange for the payment or return of its deposits;

(13) to fix the rates of commission, the rates at which eggs shall be bought and sold to arrange for reception, grading storage and sale etc.;

(14) to watch that loans are supplied to the approved purpose, for which they are made;

(15) to assist the inspection of the books by any person authorised to see them;

(16) to appoint, suspend, or dismiss employees;

(17) through any member or officer or employee of the Society, or any other person especially authorised to institute, conduct, defend, compromise, refer to arbitration, or abandon legal proceedings by or against the Society or Committee or the officers or employees concerning the affairs of the society;

(18) to acquire on behalf of the society shares in the Central Bank or supply Society;

(19) generally to carry on the business of the Society.

In their conduct of the affairs of the Society the Committee shall exercise the prudence and diligence of ordinary men of business and shall be responsible for any loss sustained through acts, contrary to the law, the notified rules and the bye-laws.

30. All business discussed in a meeting of the committee shall be recorded in a proceedings book which shall be signed by the Chairman of the meeting and all the members of the Committee present.

31. The Committee shall appoint a Secretary who if, not a member of the Committee, may receive pay or an honorarium with the sanction of a General Meeting.

### SECRETARY.

32. The powers and duties of the Secretary shall be as follows—
   1. (1) to maintain correctly and up to date the prescribed papers and registers,
   2. (2) to procure from borrowers the execution of bonds with security,
   3. (3) to procure from buyers and sellers the due execution of receipts and other acknowledgements,
   4. (4) to procure all receipts, vouchers and documents required by the notified rules and the bye-laws or called for by the Committee,
   5. (5) to sign on behalf of the society and conduct its correspondence,
   6. (6) to summon and attend General Meetings and meetings of the committee,
   7. (7) to record the proceedings of such meetings and have them duly signed,
   8. (8) to prepare the annual statements,
   9. (9) to certify copies of entries in books under section 26 of the Act.

### REGISTERS.

33. The following registers and papers will be maintained.—

(1) a register of members showing the name, address and occupation of every member, the number of shares held by him and the date of his admission to membership, and (if a minor) his age at that date of termination of membership and the nominee appointed under bye-law 8,

(2) a cash book showing receipts, expenditure and balance on each day on which business is done,

(3) a ledger account for each member, depositor and creditor and for miscellaneous and contingent income and expenditure and the purchase and sale of baskets, etc.,

(4) a register showing instalments for the repayment of loans on each harvest or at shorter intervals,

(5) a minute book showing the proceedings of General Meetings and Committee Meetings and the notes of the inspecting officers.

(6) an account showing the payment of shares,

(7) a register showing the maximum credit of each member,

(8) a book of bonds showing all loans issued;

(9) a pass book for each member or depositor.

(10) a register of all produce bought and sold.

34. The register and papers of the Society shall be opened to the inspection of anyone interested in the funds except that no one shall be

allowed to see the deposit account of any person without that person's consent in writing.

Copies of the bye-laws and of the balance sheet shall be supplied free on demand to any member.

### TREASURER.

35. The Treasurer shall take charge of all money received by the Society from the Central Bank from members and from others and shall make disbursements in accordance with the directions of the Committee. He shall sign the cash book in token of its correctness and produce the cash balance whenever called upon to do so by the Committee or Auditor.

### BINDING RULES.

36. The Society shall accept from every member all eggs and poultry supplied by him provided that they are marketable and in good condition, and are delivered at such times as may be warranted by market conditions. In case of any default by the society in the acceptance of eggs and poultry it shall pay to every such member in respect of whom default has been made a sum equal to the price of the produce refused.

37. On and after the date upon which the Society shall have commenced its business, of which the Committee shall give due notice, no member of the Society who shall have eggs and poultry suitable for the society to dispose of shall, without written consent of the Committee, sell or otherwise dispose of such eggs and poultry to any Company, Society or person other than the Society.

Any member committing a breach of this rule shall pay to the Society a sum of Rs. 5 after each such default.

38. The Society and its members respectively shall be temporarily absolved from the obligations imposed by this rule in the event of cessation of work in the Society caused by accidents, labour or trade disputes, or any cause over which the Society and its members can exercise no control.

### EMPLOYMENT OF FUNDS.

39. The funds of the Society may be devoted to the promotion of the stated objects of the Society and to the purposes set forth in bye-laws 40, 45, 48, 51, 52 and 53.

40. Loans will only be granted for business directly connected with poultry farming. If a loan is misapplied it shall be immediately recalled in its entirety by the Committee.

41. The borrower shall execute a bond and shall in all cases furnish a security. No member of the Committee shall stand surety for a new loan to another member of the Committee.

42. All loans shall be issued subject to the right of the Society to recall them at 2 months' notice or to recall them without notice when any loss is apprehended through a weakening of the borrowers' material position.

43. The rate of interest on loans shall be 12 1/2 per cent. per annum

44. The Society may build such sheds and godowns as may be necessary to carry out its stated objects and may acquire land for its purpose.

45. All sales shall be strictly for cash and no credits shall be allowed except to a Government department or with the sanction of the Registrar to any other co-operative society.

46. Every member shall be bound by the rules or instructions of the Managing Committee as to the grading of his produce in respect of its quality and bulk.

47. Every member delivering his produce for sale may, in the discretion of the Committee, be given an advance not exceeding 75 per cent. of the estimated market value of such produce. The balance of the amount shall be cleared on the sale of the produce.

Interest at 12 1/2 per cent shall be charged on such advances, and all profits from this source shall be carried to the reserve fund.

48. The Society shall charge such commission on sales as may be fixed from time to time in General Meeting.

49. The Society may join in co-operative sale with other co-operative societies.

50. In order to facilitate the disposal of produce delivered by the members and for no other purpose the Society may purchase the produce of non-members.

51. No profits shall be divided on shares at any time, but in any year, after carrying not less than 25 per cent of the profits to the reserve fund, the balance may be returned to the members as proportionate bonus on goods sold by them, or through the Society.

52. The reserve fund is indivisible, and no member is entitled to claim a specified share in it. The reserve fund shall be invested in Government securities or otherwise as directed by the Registrar.

It may be employed to cover unforeseen losses, to meet unforeseen charges and to provide security for the Society's contracts.

53. Before or after the payment of a dividend 7 1/2 per cent of the profits may be applied to any of the following purposes with the approval of the Registrar, relief of the poor, education, medical relief and the advancement of any other objects of general public utility, except one relating exclusively to religious teaching or worship, or to a common good fund to be devoted to any of these purposes.

### DISPUTES.

54. Any dispute concerning these bye-laws or the business of the Society or persons claiming through them, or between a member or past member or person so claiming and the Committee or any officer shall be referred to the Registrar as provided in the rules notified by the Government.

55. A Rupee means a Br. Rupee of 28 chs. and 8 cash.

## -ാം നമ്പർസഹകരണസംഘത്തിന്റെ പ്രത്യേക നിബന്ധനകൾ.

൧. -ാം നമ്പർ സഹകരണസംഘം ൧൧൧൩-ലെ ൭-ാം നമ്പർ ആക്ട്പ്രകാരം ഒരു സഹകരണസംഘമായി രജിസ്റ്റർ ചെയ്യപ്പെട്ടിരിക്കുന്നു.

അതിന്റെ മേൽവിലാസം താലൂക്ക

പകുതി കര

അഞ്ചൽ ആഫീസ് എന്നായിരിക്കയും ചെയ്യും.

അതിന്റെ പ്രവൃത്തികൾ താലൂക്കിൽ

പകുതിയിൽ

കരകളിൽമാത്രം നടപ്പുള്ളതാകുന്നു.

എന്നാൽ

പകുതികളിൽ ഉള്ള സ്ഥാവരവസ്തുക്കൾ ജാമ്യമായി സ്വീകരിച്ചു മെമ്പറന്മാർക്കു സംഘത്തിൽനിന്നു കടംകൊടുക്കാമെന്നുള്ളതാകുന്നു.

### സംഘത്തിന്റെ ഉദ്ദേശങ്ങൾ.

൨. (൧) മെമ്പറന്മാർക്ക് ഉപയോഗപ്രദങ്ങളായ കാര്യങ്ങൾക്കായി കടംകൊടുക്കുന്നതിനു മെമ്പറന്മാരുടെയും മററുള്ളവരുടെയും പക്കൽനിന്നു ദ്രവ്യം കടം വാങ്ങുക.

(൨) മെമ്പറന്മാർക്കു കൃഷിയെ സംബന്ധിച്ചും മററു ഗൃഹസംബന്ധമായും ഉള്ള സാധനങ്ങൾ കൂട്ടായി വാങ്ങുന്നതിലും അവരുടെ വിളവുകളെ ഒന്നായി വിൽപ്പിച്ചുകൊടുക്കുന്നതിലും ഒരു ഏജൻറിന്റെ നിലയിൽ പ്രവർത്തിക്കുക.

(൩) പണിക്കോപ്പുകൾ, യന്ത്രങ്ങൾ, കന്നുകാലികൾ മുതലായവ വിലയ്ക്കുവാങ്ങി കൈവശംവച്ചു മെമ്പറന്മാർക്കു കൂലിക്കു കൊടുക്കുക.

(൪) കൃഷി, കൈത്തൊഴിൽ നെയിത്തു മുതലായവയുടെ അഭിവൃദ്ധിക്കുവേണ്ടി നൂതനമായി കണ്ടുപിടിക്കപ്പെട്ടിട്ടുള്ള ഉപകരണങ്ങളുടെ ഗുണത്തെക്കുറിച്ചു മെമ്പറന്മാരെ പറഞ്ഞുധരിപ്പിച്ചു അവയെ വാങ്ങി ഉപയോഗിച്ചുനോക്കുവാൻ അവരെ ഉത്സാഹിപ്പിക്കുക.

(൫) സംഘാംഗങ്ങളുടെ ഇടയിൽ ഉണ്ടാകുന്നതോ ഉണ്ടാകാവുന്നതോ ആയ വ്യവഹാരസംഗതികളെ സംഘത്തിന്റെ മദ്ധ്യസ്ഥതയിൽ രാജിയാക്കി തീർക്കുക.

(൬). മെമ്പറന്മാരുടെ ഇടയിൽ മിതവ്യയത്തെയും സ്വാശ്രയത്തെയും സഹകാരിതയെയും സാധാരണയായി പ്രോത്സാഹിപ്പിക്കുക.

ഇവയാകുന്നു.

### അംഗങ്ങൾ.

൩. സംഘം വാങ്ങുന്ന എല്ലാ കടങ്ങൾക്കും എല്ലാ അംഗങ്ങളും സംഘം റദ്ദുചെയ്യുന്നതുവരെ കൂട്ടായും വെവ്വേറായും ബാദ്ധ്യസ്ഥന്മാരായിരിക്കും.

൪. സംഘത്തിന്റെ മൂലധനം തൽക്കാലം ഓരോ ഓഹരിക്കു ബ്രിട്ടീഷ്രൂപാ വീതം ഓഹരികൾ ഉള്ള ബ്രിട്ടീഷ്രൂപാ ആയിരിക്കും. ഓരോ ഓഹരിയുടെയും വില സംഖ്യ ഓഹരി എടുക്കുന്ന സമയം മുഴുവനുമായോ അല്ലാത്തപക്ഷം ഗഡുക്കളായോ അടയ്ക്കേണ്ടതാണ്. ഗഡുക്കളായി അടയ്ക്കുന്നപക്ഷം രൂപാ / ചക്രം ഓഹരി എടുക്കുന്ന സമയത്തും ബാക്കി സംഖ്യ അടുത്തമാസംമുതൽ മാസം ഒന്നിനു രൂപാ / ചക്രം വീതം അതതുമാസം ൧൫-നു-ക്കൊ അതിനുമുമ്പായോ അടയ്ക്കേണ്ടതാകുന്നു. ഗഡുക്കളായി അടയ്ക്കാൻ തീർച്ചപ്പെടുത്തുന്നപക്ഷം ഒരു മെമ്പർക്കു ബാക്കി സംഖ്യ മുഴുവനായോ അല്ലെങ്കിൽ അതിന്റെ ഒരു അംശമോ മുൻകൂറായി എപ്പോഴെങ്കിലും അടയ്ക്കാവുന്നതാണ്.

ഒരു അംഗം അടയ്ക്കേണ്ട സംഖ്യ അടയ്ക്കാതെ മൂന്നു ഗഡുക്കൾ തുടരെ വീഴ്ചവരുത്തിയാൽ ആ അംഗത്തിനെ സംഘത്തിൽനിന്നു നീക്കാവുന്നതും അതേവരെ അടച്ചിട്ടുള്ള ഓഹരി സംഖ്യയിൽനിന്നും അയാളിൽനിന്നും സംഘത്തിലേക്കു എന്തെങ്കിലും ഈടാക്കുവാനുണ്ടെങ്കിൽ അതു തട്ടിക്കഴിച്ചതിന്റെ ശേഷം ബാക്കി അയാളെ സംഘത്തിൽനിന്നും നീക്കി ആറുമാസം കഴിയുന്ന ഉടനെ തിരിച്ചുകൊടുക്കേണ്ടതും ആകുന്നു.

൭. (എ) ൧൮ വയസ്സ് കഴിഞ്ഞിരിക്കയും സ്വസ്ഥബുദ്ധി ഉണ്ടായിരിക്കയും ൫-ാമത്തെ പ്രത്യേകനിബന്ധനയിൽ പറഞ്ഞ പ്രദേശത്തു പാർക്കുകയും ചെയ്യുന്ന വല്ലയാളും ഒരു മെമ്പറായി ചേരുവാൻ യോഗ്യനായിരിക്കും. ഇങ്ങിനെയാണെങ്കിലും മെമ്പറായിച്ചേരുവാൻ തനിക്കു അവകാശമുണ്ടെന്നു യാതൊരാൾക്കും നിർബന്ധിക്കാവുന്നതല്ല. വേറെ ഒരു ധനസഹായപ്രാഥമിക സംഘത്തിലെ ഒരു അംഗത്തിനെ ഈ സംഘത്തിൽ അംഗമായിരിക്കാനോ അംഗമായി ചേർക്കാനോ പാടില്ലാത്തതാകുന്നു.

(ബി) ൩൩-ാം നമ്പർ ബൈലാ അനുസരിച്ചു ഈ സംഘത്തിലോ മറ്റേതെങ്കിലും സംഘത്തിലോ നിന്നും നീക്കംചെയ്യപ്പെട്ട ഒരാളെ രണ്ടുകൊല്ലത്തിനകം ഒരംഗമായി ചേർക്കുവാൻ പാടില്ലാത്തതാകുന്നു. എന്നാൽ ചില പ്രത്യേകകാരണങ്ങളിന്മേൽ രജിസ്ത്രാർ അവർകളുടെ അനുവാദത്തോടുകൂടി മേൽപറഞ്ഞ കാലാവധിക്കകം വീണ്ടും അയാളെ അംഗമായി ചേർക്കുവാൻ അനുവദിക്കാവുന്നതാകുന്നു.

(സി) നിർദ്ധനനാണെന്നു സ്ഥാപിക്കപ്പെടുകയോ അപ്രകാരം സ്ഥാപിച്ചുകിട്ടാൻ അപേക്ഷിച്ചിരിക്കയോ ചെയ്യുന്ന യാതൊരാളെയും സംഘത്തിൽ അംഗമായി ചേർക്കാവുന്നതല്ല. സംഘത്തിലെ ഏതെങ്കിലും ഒരംഗം നിർദ്ധനനാണെന്നു സ്ഥാപിക്കപ്പെടുന്നതിനു അപേക്ഷിച്ചാൽ ആ കാരണംകൊണ്ടുതന്നെ അയാളുടെ മെമ്പർസ്ഥാനം നിന്നുപോകുന്നതാകുന്നു.

ക്ലിപ്തരഹിതമായ വേറെ ഒരു ധനസഹായസംഘത്തിലെ ഒരു മെമ്പറെ ഈ സംഘത്തിൽ അംഗമായി ചേർക്കാൻ പാടില്ലാത്തതാകുന്നു.

൮. സംഘത്തിൽ ചേരുന്നതിനും ഓഹരികൾ കിട്ടുന്നതിനും ഉള്ള അപേക്ഷകൾ ആവകയ്ക്കായി നിശ്ചയിച്ചിട്ടുള്ള ഫാറത്തിൽ എഴുതി സിക്രട്ടറിക്കു അയയ്ക്കേണ്ടതും ആയതു കമ്മററിക്കാരുടെ തീർച്ചക്കുൾപ്പെട്ടതുമാകുന്നു. കാരണം പറയാതെ അപേക്ഷകളെ തള്ളുന്നതിനുള്ള അധികാരം കമ്മററിക്കാർക്കായിരിക്കുന്നതാകുന്നു.

൯. ഓരോ മെമ്പറും കുറഞ്ഞപക്ഷം ഓരോ ഓഹരിയെങ്കിലും എടുക്കേണ്ടതും എന്നാൽ യാതൊരു മെമ്പറും—ഓഹരികളിൽ അധികം എടുക്കാൻ പാടില്ലാത്തതുമാകുന്നു. ഓരോ മെമ്പറും ഓഹരി എടുക്കുന്നസമയം ഓരോ ഓഹരിക്കും ചക്രംവീതം പ്രവേശനഫീസ് അടയ്ക്കണം. എന്നാൽ ഈ ഇനത്തിൽ ഒരു അംഗത്തിൽനിന്നും ഓഹരികൾ എത്രതന്നെയായാലും—കൂടുതൽ പ്രവേശനഫീസായി ഈടാക്കുവാൻ പാടില്ലാത്തതാകുന്നു.

൰. യാതൊരു മെമ്പറേയും അയാൾ എടുത്തിട്ടുള്ള ഓഹരികളെ കൊല്ലത്തിനുള്ളിൽ മടക്കിവാങ്ങുവാൻ അനുവദിക്കുന്നതല്ല. ആ അവധിക്കുശേഷം ഓഹരി മടക്കികിട്ടേണ്ടതിനുള്ള അപേക്ഷ കൊടുത്തതിൽ ആറുമാസത്തിനുശേഷവും രണ്ടാമതു സംഘത്തിലേക്കു അയാൾ അടയ്ക്കേണ്ട കുടിശ്ശികകൾ ഒന്നും മടക്കി അടയ്ക്കാൻ ഇല്ലാതിരിക്കുകയും മൂന്നാമതു സംഘത്തിനു അയാൾ ജാമ്യമായിനിന്നു വാങ്ങിയ യാതൊരു കടവും അടയ്ക്കേണ്ടതില്ലാതിരിക്കുകയും ചെയ്യുന്നപക്ഷം കമ്മററിക്കാരുടെ അനുമതിയോടുകൂടി ഒരു മെമ്പർക്കു ഓഹരി മടക്കി വാങ്ങാവുന്നതാകുന്നു. ഈ നിബന്ധനപ്രകാരം ഒരു അംഗം വിട്ടുപോകുമ്പോൾ അയാൾ യഥാർത്ഥത്തിൽ അടച്ച ഓഹരിസംഖ്യയും അതിന്മേലുള്ള ലാഭവീതം വല്ല സംഖ്യയുമുണ്ടെങ്കിൽ അതും സംഘം മടക്കികൊടുക്കേണ്ടതാണ്.

൰൧. ൫-ാമത്തെ നിബന്ധനയിൽ വ്യവസ്ഥപ്പെടുത്തിയ അതിർത്തിവിട്ടു താമസമാക്കിയതിനാലോ വേറെ വല്ല കാരണത്താലോ ഒരു മെമ്പർക്കു മെമ്പറായിരിപ്പാനുള്ള യോഗ്യത പോയിപ്പോകുന്നപക്ഷം അയാളുടെ പേർ മെമ്പരന്മാരുടെ പട്ടികയിൽനിന്നു

നീക്കംചെയ്യേണ്ടതും അയാൾ അടച്ചിട്ടുള്ള ഓഹരിസംഖ്യയും ഡിവിഡൻറു വല്ലതും ഉണ്ടെങ്കിൽ അതും ക്ലിപ്തതുകയിൽനിന്നു സംഘത്തിലേക്കു അയാൾ നേരിട്ടോ ജാമ്യമായോ വല്ലതും അടയ്ക്കേണ്ടതുണ്ടെങ്കിൽ അതുകഴിച്ചു ബാക്കിയുള്ളതു ഒരു ന്യായമായ അവധിക്കുള്ളിൽ മടക്കിക്കൊടുക്കേണ്ടതും ആകുന്നു.

൫൦. (൧) ഒരു അംഗം മരിച്ചുപോയാൽ അയാളുടെ മെംബർസ്ഥാനം തന്നിമിത്തം നിന്നുപോകുന്നതാകുന്നു.

(൨) (എ) സംഘത്തിലെ ഓരോ അംഗവും സംഘത്തിലുള്ള തന്റെ ഓഹരിയേയോ അവകാശത്തെയോ തന്റെ മരണശേഷം പിന്തുടരുവാൻ വല്ല ആളെയും പേർപറഞ്ഞു നിയമിക്കാവുന്നതാകുന്നു. അംഗം മരിച്ചുപോകുമ്പോൾ അപ്രകാരം ചെയ്ത നിയമനത്തെ സംഘം സാധുവാക്കണം.

എന്നാൽ,

(i) മരിച്ചുപോയ മെംബർ മേൽപ്രകാരം നിയമിക്കുമ്പോൾ ആ നിയമിച്ച വിവരത്തിനു രണ്ടു സാക്ഷികളുടെ എങ്കിലും മുമ്പാകെ വെച്ചു പത്രത്തിൽ ആ ആൾ ഒപ്പിട്ടിരിക്കയും ആ സാക്ഷികൾ ആ വിവരത്തിനു അതിൽ ഒപ്പിട്ടിരിക്കയും വേണം,

(ii) അപ്രകാരം നിയമനങ്ങൾ രജിസ്റ്റർചെയ്‌വാനായി സംഘം വച്ചിരിക്കുന്ന പുസ്തകങ്ങളിൽ ആ നിയമനത്തെ പതിച്ചിരിക്കണം.

(iii) പേർപറഞ്ഞു നിയമിക്കപ്പെട്ട ആൾ ൯-ാമത്തെ പ്രത്യേക നിബന്ധനയനുസരിച്ചു ഒരു അംഗമായി മുമ്പുതന്നെ ചേർക്കപ്പെട്ടിരിക്കണം.

(ബി) മരിച്ചുപോയ ഒരു മെംബർ അയാളുടെ അവകാശിയായി സംഘത്തിൽ അയാളുടെ ഓഹരിക്കോ മററു സ്വത്തിനോ ആരെയും നിശ്ചയിച്ചിട്ടില്ലാത്തപക്ഷം അയാളുടെ പിന്തുടർച്ചാവകാശിക്കൊ അല്ലെങ്കിൽ അയാളുടെ അവകാശം നിയമപ്രകാരം സിദ്ധിച്ചിട്ടുള്ള മററു വല്ലവർക്കുമൊ അല്ലെങ്കിൽ മേൽപറഞ്ഞവർ ഒരുമാസത്തിനുള്ളിൽ നിയമിക്കുന്ന മററു വല്ലവർക്കുമൊ ഈ അവകാശം ഇരിക്കുന്നതാണ്. എന്നാൽ അങ്ങനെയുള്ള പിന്തുടർച്ചാവകാശിയേയൊ നിയമപ്രകാരം അവകാശം സിദ്ധിച്ചിട്ടുള്ള ഒരാളെയൊ അല്ലെങ്കിൽ ഇവരാൽ നിയമിക്കപ്പെട്ട വേറെ ഒരാളെയോ ൯-ാം പ്രത്യേകനിബന്ധനയിൽ പറഞ്ഞപ്രകാരം കമ്മററിക്കാർ സംഘത്തിലെ ഒരു മെംബറായി സ്വീകരിച്ചിരിക്കുകയൊ സ്വീകരിക്കുകയൊ ചെയ്തിരിക്കണം.

(സി) മരിച്ചുപോയ അംഗത്തിനു 'എ, ബി' ഈ പിരിവുകളിൽ പറഞ്ഞപ്രകാരം മെംബർ സ്ഥാനത്തിനു യോഗ്യതയുള്ള അവകാശികൾ ഇല്ലാത്തപക്ഷം സംഘം അയാളുടെ മരണസമയത്തു അയാൾക്കുള്ള ഓഹരിസംഖ്യയേയും മററു അയാൾക്കു സംഘത്തിലുള്ള സ്വത്തുക്കളേയും സംഘനിബന്ധനകൾ അനുസരിച്ചു അയാൾ നിയമിച്ചു ആൾക്കൊ പിന്തുടർച്ചാവകാശിക്കൊ അല്ലാത്തപക്ഷം അയാളുടെ അവകാശം നിയമപ്രകാരം സിദ്ധിച്ചിട്ടുള്ള മററു വല്ലവർക്കുമൊ കൊടുക്കുന്നതാകുന്നു.

൫൧. (൧) മെംബറായിരുന്ന ഒരാൾ മെംബർസ്ഥാനം ഒഴിഞ്ഞുപോയ തീയതിക്കു സംഘം കൊടുക്കേണ്ടതായ കടങ്ങൾക്കു ൯-ാമത്തെ പ്രത്യേകനിബന്ധനയിൽ പറഞ്ഞിട്ടുള്ളതുമായ അയാളുടെ ബാദ്ധ്യത ആ തീയതിമുതൽ രണ്ടു സംവത്സരക്കാലത്തേക്കു നിലനിൽക്കുകയും ചെയ്യും,

(൨) മരിച്ചുപോയ ഒരു മെംബറുടെ സ്വത്തു അയാൾ മരിച്ചകാലത്തു സംഘത്തിനുണ്ടായിരുന്ന പൊതുവായ കടത്തിനു അയാളുടെ മരണശേഷം ഒരു കൊല്ലത്തേക്കു ൯-ാമത്തെ നിബന്ധനയിൽ പറഞ്ഞപ്രകാരം ബാദ്ധ്യതപ്പെട്ടിരിക്കുകയും ചെയ്യും.

൫൨. യാതൊരു അംഗവും അയാൾ എടുത്തിട്ടുള്ള ഓഹരിയേയോ ഓഹരികളേയോ വേറൊരാൾക്കു കൈമാററം ചെയ്യുവാൻ അനുവദിക്കുന്നതല്ല.

൫൩. ഒരു മെംബർ തനിക്കുള്ള ഓഹരികളുടെ എണ്ണം [illegible] നിബന്ധനയിൽ പറഞ്ഞിട്ടുള്ള ഓഹരി എന്ന ക്ലിപ്തത്തിൽ കവിയാതിരിക്കത്തക്കവണ്ണം കമ്മിററിയാലും

അനുമതിയോടുകൂടി എപ്പോഴെങ്കിലും വർദ്ധിപ്പിക്കാം. എന്നാൽ യാതൊരു മെംബരേയും അയാൾ എടുത്തിട്ടുള്ള ഓഹരികളുടെ എണ്ണം അയാൾ ചേർന്നതിന്റെ ശേഷം കൊല്ലങ്ങളിൽ കുറയ്ക്കുവാനായി അനുവദിക്കുന്നതല്ല.

## നിക്ഷേപങ്ങൾ.

൧൪. കമ്മററിക്കാരുടെ യുക്തംപോലെ എപ്പോഴെങ്കിലും മെംബർമാരുടേയോ മെംബരന്മാരല്ലാത്തവരുടേയോ പക്കൽനിന്നു ഡിപ്പാസിററുകൾ വാങ്ങാവുന്നതാണ്.

൧൫. ഡിപ്പാസിററുകൾ സ്വീകരിക്കുന്നതിൽ മെംബരന്മാരല്ലാത്തവരിൽനിന്നുള്ള ഡിപ്പാസിററിനെക്കാൾ മെംബരന്മാരിൽനിന്നുള്ള ഡിപ്പാസിററുകൾക്കു പ്രാധാന്യത കൊടുക്കുന്നതാണ്.

൧൬. ഡിപ്പാസിററുകൾ ൪ വിധം ഉണ്ടായിരിക്കുന്നതാണ്. (എ) ഫിക്സഡ്, (ബി) സേവിംഗ്സ്, (സി) ഭണ്ഡാരം, (ഡി) [illegible].

### (എ) ഫിക്സഡ് ഡിപ്പാസിററ.

ഒരു നിശ്ചിതകാലാവധിക്കു ഒരു നിശ്ചിത സംഖ്യ നിക്ഷേപമായി സംഘത്തിൽ വയ്ക്കുന്നതായാൽ അതിനു ഒരു ഫിക്സഡ് ഡിപ്പാസിററെന്നോ സ്ഥിര നിക്ഷേപമെന്നോ പറയപ്പെടും. ഒരു ഫിക്സഡ് ഡിപ്പാസിററ അഞ്ചുരൂപ എങ്കിലും അതിന്റെ ഗുണനമായ ഒരു തുകയെങ്കിലും ആറുമാസത്തിൽ കവിയാത്ത ഒരു കാലാവധിക്കെങ്കിലും ആയിരിക്കേണ്ടതാകുന്നു. ഫിക്സഡ് ഡിപ്പാസിററുകളിന്മേൽ പലിശ സാധാരണമായി കൊല്ലത്തിൽ ൧൦൦-ന് ...... യിൽ കവിയാത്ത നിരക്കുകളിൽ കണക്കാക്കണം. ഫിക്സഡ് ഡിപ്പാസിററുകളിന്മേലുള്ള പലിശ ആറുമാസത്തിലൊരിക്കൽ കൊടുക്കാനുള്ളതാകുന്നു. ഫിക്സഡ് ഡിപ്പാസിററുകളിന്മേലുള്ള പലിശ ആ ഡിപ്പാസിററ എത്ര കാലത്തേക്കു വച്ചിരിക്കുന്നുവോ ആ കാലം കഴിഞ്ഞാൽ നിന്നുപോകുന്നതാകുന്നു. എന്നാൽ ആറുമാസത്തിൽ കുറയാത്ത പിന്നത്തെ ഒരു കാലത്തേക്കു ആ ഡിപ്പാസിററ പുതുക്കുവാനുള്ള ആഗ്രഹത്തെപ്പററി എഴുത്തുമൂലമായ അറിയിപ്പു അവധി കഴിയുന്നതിനുമുമ്പ് സംഘം ആഫീസിൽ കിട്ടിയാൽ അങ്ങിനെ പലിശ നിന്നുപോകുന്നതും അല്ല.

### (ബി) സേവിംഗ്സ് ഡിപ്പാസിററ.

(i) ഏതുതരത്തിലും സംഘത്തിൽ ഒരു സേവിംഗ്സ് ഡിപ്പാസിററ കണക്കു വയ്ക്കുവാൻ കമ്മററിക്കാർക്കു അനുവദിക്കാം. ഒരു രൂപ ചുരുങ്ങിയതു സംഖ്യയോടെ എന്നെങ്കിൽ രൂപായുണ്ടായിരിക്കേണ്ടതും ഒരു കൊല്ലത്തിൽ ഒരു ഡിപ്പാസിററുകാരനിൽനിന്നു സ്വീകരിക്കാവുന്ന കൂടുതൽ സംഖ്യ ൫൦൦ രൂപ ആയിരിക്കുന്നതും ഒരേ സമയത്തും ഒരു ഡിപ്പാസിററുകാരുടെ വകയായി ൨൦൦൦ രൂപയിൽ അധികമുള്ള സംഖ്യ ഉണ്ടായിക്കൂടാത്തതുമാകുന്നു.

(ii) സേവിംഗ്സ് ഡിപ്പാസിററിന്മേൽ പലിശ മാസത്തിൽ ഏതെങ്കിലും ഒരു തീയതിക്കു ബാക്കിനില്പുള്ള ഏററവും ചുരുങ്ങിയ ഡിപ്പാസിററുസംഖ്യയിന്മേൽ മാസത്തിൽ ഉറുപ്പികയ്ക്കു [illegible] കാശുവീതം കണക്കാക്കുന്നതാണ്. ഒരു ഡിപ്പാസിററർ പണം മടക്കിയെടുക്കാൻ [illegible] നോട്ടീസു സാധാരണയായി കൊടുക്കണം. ഒരാഴ്ചയിൽ അയയ്ക്കു ൫൦ രൂപയിൽ അധികം മടക്കി എടുത്തുകൂടാത്തതും ആകുന്നു.

(iii) കമ്മററി നിശ്ചയിക്കുന്ന വില ചുമത്തി ഓരോ പാസ്ബുക്കു സേവിംഗ്സ് ഡിപ്പാസിററ വയ്ക്കുന്നവർക്കു കൊടുക്കപ്പെടും.

### (സി) ഹോംസേഫ് ഡിപ്പാസിററ (ഭണ്ഡാരനിക്ഷേപം)

ഒരു ഹോംസേഫ് ഡിപ്പാസിററ എന്നതു ഒരു ഹോംസേഫിൽ അതായതു ഒരു ഭണ്ഡാരത്തിൽ അല്ലെങ്കിൽ ഒരു കലത്തിൽ തനിക്കു ചിലവുകഴിച്ചു മിച്ചംവരുന്ന സംഖ്യ സൌകര്യമുള്ളപ്പോൾ ഇടുവാനും ഇപ്രകാരം ഉണ്ടാകുന്ന സംഖ്യ മാസംതോറും [illegible] മാസ

ക്കാലത്തോളം സംഘത്തിൽ അടപ്പാനും ഏററ ഒരാൾ വയ്ക്കുന്ന നിക്ഷേപമാകുന്നു. ഒരു മാസം ൫-ാംനു-ക്കമുമ്പു അടയ്ക്കുന്ന ഡിപ്പാസിററസംഖ്യയിന്മേൽ ആ മാസം ആദ്യംമുതൽക്ക പലിശ ഉണ്ടാകുന്നതാണ്. ഈ തീയതിക്കുശേഷം അടയ്ക്കുന്ന സംഖ്യകളിന്മേൽ അടുത്തമാസം മുതൽക്ക മാത്രമെ പലിശ ഉണ്ടാകയൊള്ളു. പലിശ മാസത്തിൽ ഒരുരൂപാക്ക രണ്ടുകാശുവീതം കണക്കാക്കപ്പെടും. മുതലും മേൽപ്രകാരം ഉണ്ടാകുന്ന പലിശയും ൧൬-ാം മാസത്തിൽ ഡിപ്പാസിററുകാരനു മടക്കിക്കൊടുക്കപ്പെടും. തന്നിമിത്തം ൧൬-ാമത്തെ മാസാവസാനത്തിനുശേഷം പലിശ കണക്കാക്കുന്നതല്ല. യാതൊരു സമയത്തും ഒരു രൂപായുടെ അംശത്തിനു പലിശ അനുവദിക്കുന്നതല്ല. എല്ലാഫിക്സഡ് ഡിപ്പാസിററർക്കും പിന്നാലെ പറഞ്ഞ ഓരോ പാസ്സുപുസ്തകം കൊടുക്കുന്നതാണ്. പാസ്സുപുസ്തകവും ഭണ്ഡാരവും ഹാജരാക്കാത്ത യാതൊരുവിധത്തിലുമുള്ള ഇടപാടും ഫിക്സഡ്ഡിപ്പാസിററു കണക്കിൽ ചെയ്യുന്നതല്ല. ഒരു പാസ്സുപുസ്തകം കളവുപോയാലൊ കേടുവന്നാലൊ കമ്മററിക്കാരുടെ യുക്തംപോലെയുള്ള ഒരു വില വസൂൽചെയ്തു മാററിക്കൊടുക്കുന്നതാണ്. ഡിപ്പാസിററുകണക്കിൽ വരവുവെക്കുവാൻ ഡിപ്പാസിററരൊ അയാളുടെ ഏജെന്റൊ മുമ്പാകെ വച്ചു ഭണ്ഡാരം പ്രസിഡന്റൊ, സിക്രട്ടറിയൊ തുറക്കുന്നതാകുന്നു. തനിക്ക കിട്ടേണ്ടതായ പണം കിട്ടുന്നസമയത്തു പാസ്സുബുക്ക ഡിപ്പാസിററർ സംഘത്തിലേക്ക മടക്കിക്കൊടുക്കേണ്ടതാണ്. ഒരു ഫിക്സഡ്ഡിപ്പാസിററർ തുടർച്ചയായി ൪ മാസക്കാലത്തോളം ഭണ്ഡാരം ഉപയോഗപ്പെടുത്താഞ്ഞാൽ അയാളുടെ കണക്ക ഉടനെ അവസാനിപ്പിക്കുന്നതും പാസ്സുപുസ്തകം മടക്കിവാങ്ങി ഡിപ്പാസിററർ യഥാർത്ഥത്തിൽ അടച്ച സംഖ്യ മടക്കിക്കൊടുക്കുന്നതുമാകുന്നു. ഈവക സംഖ്യ മുഴുവനുമൊ ഒരു ഭാഗമൊ ഡിപ്പാസിററർ പക്കൽനിന്ന സംഘത്തിലേക്ക വരേണ്ട വല്ല മുതലും ഉണ്ടെങ്കിൽ അതിലേക്ക മുതൽക്കൂട്ടുന്നതിന സംഘത്തിന സ്വാതന്ത്ര്യമുണ്ട്.

## (ഡി) കെട്ടുതെങ്ങു നിക്ഷേപം.

എ. ഒരു മെമ്പർക്കൊ, മെമ്പർഅല്ലാത്ത ഒരാൾക്കൊ തന്റെപേരിൽ നിക്ഷേപങ്ങൾ സ്വരൂക്കൂട്ടുന്നതിനായി കെട്ടുതെങ്ങുനിക്ഷേപക്കാരായി സംഘത്തിൽ ഏർപ്പെടുന്നതിനു കമ്മററിക്കാർക്ക അനുവദിക്കാവുന്നതാണ്.

ബി. ഓരോ നിക്ഷേപക്കാരൻ ഒന്നോ അധികമൊ കായ്ഫലമുള്ള തെങ്ങുകൾ സംഘത്തിലേക്ക കെട്ടുതെങ്ങുനിക്ഷേപത്തിലേക്കായി ഒരു നിശ്ചിതകാലാവധിക്ക വിട്ടുകൊടുക്കേണ്ടതാകുന്നു. ഈ പ്രകാരം ചെയ്തിരിക്കുന്നതായി നിക്ഷേപകൻ സംഘത്തിലേക്ക രേഖപ്പെടുത്തേണ്ടതുമാകുന്നു.

സി. കെട്ടുതെങ്ങുകളിലെ ആദായങ്ങൾ മാനേജിംഗ്കമ്മററിയുടെ ആഭിമുഖ്യത്തിൽ നിക്ഷേപക്കാരെയൊ ആൾപ്പേരെയൊ ബോദ്ധ്യപ്പെടുത്തി സംഘം എടുക്കേണ്ടതും അവയ്ക്ക് അതാതുകാലം കമ്മററിക്കാർ നിശ്ചയിക്കുന്നതൊ വിററു ഈടാക്കുന്നതൊ ആയ വില നിക്ഷേപകന്റെപേരിൽ മുതൽവെയ്ക്കേണ്ടതും ആണ്. സംഘത്തിലേക്ക വിട്ടുകൊടുക്കപ്പെട്ട തെങ്ങിലെ ആദായത്തിനു യാതൊരു നഷ്ടവും നേരിടാത്തവിധം അതതു നിക്ഷേപകൻതന്നെ സൂക്ഷിക്കേണ്ടതും അതിലേക്ക സംഘത്തിന യാതൊരു ചുമതലയും ഇല്ലാത്തതുമാകുന്നു.

ഡി. ഈവക നിക്ഷേപങ്ങൾ ഒരു കൊല്ലത്തിൽ കുറഞ്ഞും അഞ്ചു കൊല്ലത്തിൽ കവിഞ്ഞും ഉള്ള കാലാവധിക്ക അനുവദിക്കാൻ പാടില്ലാത്തതും നിശ്ചിതകാലാവധിക്കുള്ളിൽ സംഖ്യ മടക്കിവാങ്ങിക്കൂടാത്തതും ആണ്. എന്നാൽ നിക്ഷേപകനു നിക്ഷേപം തുടർന്നുകൊണ്ടുപോകുന്നതിനു നിവൃത്തിയില്ലാതെവരുന്ന സംഗതികളിൽ കമ്മററിക്കാരുടെ യുക്തംപോലെ പലിശകൂടാതെ അസൽസംഖ്യ തിരിച്ചുകൊടുത്തു ഏല്പിച്ചെങ്കിലും കണക്ക അവസാനിപ്പിക്കാവുന്നതാകുന്നു.

ഇ. യാതൊരു നിക്ഷേപകനും ന്യായമായ കാരണംകൂടാതെ തന്റെവക കെട്ടുതെങ്ങുകളുടെഎണ്ണം നിശ്ചിതകാലാവധിക്കുള്ളിൽ കുറയ്ക്കുവാൻ അധികാരമില്ലാത്തതും എന്നാൽ ഏതുസമയത്തും അവയുടെ എണ്ണം കമ്മററിയുടെ അനുവാദത്തോടുകൂടി വർദ്ധി

പ്പിക്കാവുന്നതുമാകുന്നു. ഏതെങ്കിലും പ്രകൃതിശക്തിയാൽ, വിട്ടുകൊടുത്തിട്ടുള്ള തെങ്ങുകൾക്കു ഹാനിപറ്റുന്നപക്ഷം ക്ലിപ്തകാലത്തേക്കു പകരം തെങ്ങു വിട്ടുകൊടുക്കേണ്ടതാകുന്നു.

൬. നിക്ഷേപകന്റെ വിസമ്മതമോ ഉപേക്ഷയോ നിമിത്തം തെങ്ങുകളിലെ ആദായമെടുക്കുന്നതിനു കമ്മറ്റിക്കു കഴിവില്ലാതെവന്നാൽ അതുവരെ നിക്ഷേപകന്റെ പേരിൽ മുതൽവന്നിട്ടുള്ള അസൽസംഖ്യമാത്രം (പലിശകൂടാതെ) ആദ്യം നിശ്ചയിച്ച അവധികഴിഞ്ഞശേഷം നിക്ഷേപകനു തിരിച്ചുകൊടുക്കുന്നതായിരിക്കും.

൭. ഓരോ നിക്ഷേപകനും തന്റെ പേരിൽ മുതൽവരുന്ന നാളികേരം വില മതിയായവ അപ്പോഴപ്പോൾ കുറിക്കുന്നതിനായി സംഘത്തിൽനിന്നും ഒരു പാസ്സുബുക്കു കൊടുക്കുന്നതും ഓരോ ഇടപാടുസമയത്തും നിക്ഷേപകൻ പാസ്സുബുക്കു ഹാജരാക്കി കമ്മറ്റിക്കാരെക്കൊണ്ടു പതിപ്പിച്ചു ഒപ്പിടുവിച്ചുവാങ്ങി സൂക്ഷിക്കേണ്ടതുമാണ്. ഒരു പാസ്സുബുക്കു കളഞ്ഞുപോയാൽ സംഘം നിശ്ചയിക്കുന്ന വില ചുമത്തി രണ്ടാമതു ഒരു പാസ്സുബുക്കു കൊടുക്കുന്നതാണ്. കണക്കു അവസാനിക്കുമ്പോൾ നിക്ഷേപകൻ പാസ്സുബുക്കു സംഘത്തിലേക്കു മടക്കികൊടുക്കേണ്ടതാകുന്നു.

൮. പാസ്സുബുക്കിൽ മുതൽവരുന്ന മുഴുപ്പകുതികൾക്കു അപ്രകാരം മുതൽവരുന്നതിന്റെ അടുത്തമാസംമുതൽ മാസംതോറും ഒന്നിനു രൂപാക്കു രണ്ടു കാശുവീതം പലിശ ആണ്ടുതോറും കൂട്ടി നിക്ഷേപകന്റെ കണക്കിൽ മുതൽ വെക്കുന്നതാകുന്നു.

൯. നിക്ഷേപസംഖ്യ മുഴുവനുമോ ഭാഗമോ ഒരു നിക്ഷേപകന്റെ പക്കൽനിന്നും സംഘത്തിലേക്കു ചേരേണ്ട വല്ല മുതലും ഉണ്ടെങ്കിൽ അതിലേക്കു മുതലാക്കുന്നതിനു സംഘത്തിനു അധികാരമുള്ളതാകുന്നു.

൧൦. നാളികേരം സൂക്ഷിച്ചു പണയച്ചരക്കായി വിൽക്കണമെന്നു നിക്ഷേപകന്മാരുടെ അപേക്ഷയുള്ളപക്ഷം അപ്രകാരം ചെയ്യാവുന്നതാകുന്നു. എന്നാൽ ഇതുമൂലം വല്ല നഷ്ടവും ഉണ്ടായാൽ സംഘത്തിനു ഉത്തരവാദിത്വം ഇല്ലാത്തതാകുന്നു.

## മറ്റുകടങ്ങൾ.

൧൧. മെംബറന്മാരിൽനിന്നോ മെംബർമാർ അല്ലാതെ പുറത്തുള്ളവരിൽനിന്നോ സഹകരണസംഘങ്ങളിൽനിന്നോ ഗവർമെന്റിൽനിന്നോ ഡിപ്പാസിറ്റുകൾ അല്ലാതെ വേറെ വിധത്തിൽ സംഘത്തിനുവേണ്ടി പണം കടം വാങ്ങുവാൻ കമ്മറ്റിക്കാർക്കു അധികാരമുണ്ടായിരിക്കുന്നതാണ്. എന്നാൽ അങ്ങനെ വാങ്ങുന്ന കടം സംഖ്യയിന്മേൽ കൊടുക്കുന്ന പലിശ രജിസ്ത്രാരുടെ അനുവാദംകൂടാതെ കൊല്ലത്തിൽ നൂറ്റിനു ൬ (ആറ്)-ൽ കവിയാതിരിക്കയും ഏതെങ്കിലും യൂണിയനോടു സംഘം ചേർക്കപ്പെട്ടിരിക്കുന്നപക്ഷം ആ യൂണിയന്റെ ഭരണയോഗം അങ്ങനെ കടംവായ്പ വാങ്ങുന്നതു സമ്മതിക്കയും ചെയ്തിരിക്കണം.

## സംഘത്തിനു ആകെ വാങ്ങാവുന്ന കടം.

൧൨. ഡിപ്പാസിറ്റുകളായോ വേറെ പ്രകാരത്തിലോ സംഘത്തിനു മെംബറന്മാരിൽനിന്നോ വേറെ ഉള്ളവരിൽനിന്നോ കടം വാങ്ങാവുന്ന ആകെ സംഖ്യ ഷെയറിക്കും രൂപായിൽ അധികരിപ്പാൻ പാടുള്ളതല്ല. എന്നാൽ രജിസ്ത്രാർ അവർകൾക്കു രേഖാമൂലമായ കാരണത്തിന്മേൽ മേൽപ്പറഞ്ഞ പരമാവധിത്തുക എപ്പോൾ എങ്കിലും കുറയ്ക്കാവുന്നതും അപ്രകാരം കുറയ്ക്കുമ്പോൾ ആ തുകയിൽ കവിഞ്ഞിരിക്കാൻ പാടില്ലാത്തതും ആകുന്നു.

## ഭരണം.

൧൩. പൊതുയോഗം അപ്പപ്പോൾ ചെയ്യുന്ന നിശ്ചയങ്ങൾക്കുൾപ്പെട്ട സംഘം കാര്യാദികൾ നടത്തുന്നതിനുള്ള അധികാരം ഒരു കമ്മറ്റിയിൽ ഇരിക്കുന്നതാകുന്നു. കമ്മറ്റിയിൽ ൭-ൽ അധികരിക്കാത്ത മെംബറന്മാർ ഉണ്ടായിരിക്കണം. എന്നാൽ അപ്രകാരം അഭിപ്രായമുള്ളപക്ഷം രജിസ്ത്രാർ അവർകൾക്കു കമ്മറ്റിയിൽ രണ്ടു മെമ്പറന്മാരെ നോമിനേറ്റ് ചെയ്യുന്നതിന് എപ്പോഴും സ്വാതന്ത്ര്യം ഉണ്ടായിരിക്കുന്നതാണ്.

൨൦. കമ്മറ്റി മെംബറന്മാരെ മെംബറന്മാരുടെ ഇടയിൽനിന്ന പൊതുയോഗം ഒരു സംവത്സരകാലത്തേക്ക തിരഞ്ഞെടുക്കണം. കുറഞ്ഞതു ഒരു കൊല്ലമെങ്കിലും സംഘത്തിലെ അംഗമായി തുടർന്നിട്ടില്ലാത്ത ഒരാളെ കമ്മറ്റിയിലേക്ക തെരഞ്ഞെടുക്കാവുന്നതല്ല. കമ്മറ്റിമെംബറന്മാരുടെ കാലം കഴിഞ്ഞുപോയാലും വേറെ ഒരു കമ്മറ്റിയെ തിരഞ്ഞെടുക്കുന്നതുവരെ അവർതന്നെ ഉദ്യോഗത്തിൽ തുടരുന്നതാകുന്നു. കാലം കഴിഞ്ഞു പിരിയുന്ന കമ്മറ്റിയിലെ ഒരു മെംബർക്ക പിന്നത്തെ തിരഞ്ഞെടുപ്പിന രജിസ്ട്രാർ അവർകളുടെ പ്രത്യേക അനുവാദമോടുകൂടി നിൽക്കാവുന്നതാണ്. പൊതുയോഗം കമ്മറ്റിക്കാരെ തിരഞ്ഞെടുത്തശേഷം കമ്മറ്റിക്കാർ അവരുടെ ഇടയിൽനിന്ന ഒരു പ്രസിഡണ്ടിനെയും ഒരു സിക്രട്ടറിയെയും തിരഞ്ഞെടുക്കേണ്ടതാണ്. ഇടക്കാലങ്ങളിൽ കമ്മറ്റിയിൽ ഉണ്ടാവുന്ന ഒഴിവുകളിലേക്കു അംഗങ്ങളെ പൊതുയോഗം തിരഞ്ഞെടുക്കേണ്ടതാണ്. കമ്മറ്റിയിലെ ഏതൊരു അംഗത്തിനേയോ അംഗങ്ങളേയോ പൊതുയോഗത്തിന്റെ ഒരു തീർച്ച അനുസരിച്ചു നീക്കം ചെയ്യാവുന്നതാണ്.

൨൧. സംഘംവക കാര്യാദികൾ നടത്തേണ്ടുന്നതിന മാസത്തിൽ ഒരു പ്രാവശ്യമോ ആവശ്യമുണ്ടെങ്കിൽ അതിലും അധികം പ്രാവശ്യമോ കമ്മറ്റിയോഗങ്ങൾ കൂടേണ്ടതാണ്. യാതൊരു കമ്മറ്റിയിലെ തീർച്ചയും കുറഞ്ഞപക്ഷം ൩ കമ്മറ്റിമെംബറന്മാർ കൂടി തീരുമാനിച്ചിട്ടില്ലാത്തപക്ഷം സാധുവായിരിക്കുന്നതല്ല. കമ്മറ്റിക്കാരുടെ തീർച്ചയ്ക്കുള്ള എല്ലാ കാര്യങ്ങളും വോട്ടുകളുടെ ഭൂരിപക്ഷപ്രകാരം തീർച്ചപ്പെടുത്തണം. വോട്ടുകൾ തുല്യമായി വന്നാൽ പ്രസിഡണ്ടിനോ അല്ലെങ്കിൽ സഭയിലെ അദ്ധ്യക്ഷനോ കാസ്റ്റിംഗ് വോട്ട എന്ന രണ്ടാമതു ഒരു വോട്ട കൊടുക്കുന്നതിന അധികാരമുണ്ടായിരിക്കും. കമ്മറ്റിയോഗത്തിലെ ഒരു മെംബർ അയാളെ സംബന്ധിച്ച വല്ല കാര്യങ്ങളും കമ്മറ്റിയോഗത്തിൽവച്ചു ആലോചിക്കുമ്പോൾ ആ യോഗത്തിൽ ഹാജരായിരിക്കാൻ പാടില്ലാത്തതാകുന്നു.

൨൨. കമ്മറ്റിയിലെ ഒരു മെംബർ തുടർച്ചയായി ൪ കമ്മറ്റിയോഗത്തിന ഹാജരാകാതെയിരുന്നാൽ അയാളുടെ കമ്മറ്റിമെംബർസ്ഥാനം ഒഴിഞ്ഞുപോകുന്നതാണ്.

൨൩. കമ്മറ്റിക്കാർ അപ്പഴപ്പോൾ ചെയ്യുന്ന നിശ്ചയങ്ങൾക്കു കീഴ്പ്പെട്ട സംഘം ഉദ്യോഗസ്ഥന്മാർക്ക താഴെപ്പറയുന്ന അധികാരങ്ങൾ ഉണ്ടായിരിക്കുന്നതാണ്.

(എ) പ്രസിഡണ്ടിന് സംഘംജോലികളെ സംബന്ധിച്ച് ഒരു മേൽവിചാരം ഉണ്ടായിരിക്കുന്നതാണ്. സംഘത്തിന്റെ എല്ലാ മുതലുകളും പ്രസിഡണ്ടിന്റെ അധീനത്തിൽ ഇരിക്കുന്നതും ആകുന്നു. സംഘപ്രവൃത്തികൾ നടത്തുന്നതിനവേണ്ട ആളുകളെ നിശ്ചയിപ്പാനും അവർക്ക പിഴ നിശ്ചയിക്കുവാനും അവരെ സസ്പെണ്ട ചെയ്വാനും നീക്കം ചെയ്വാനും പ്രസിഡണ്ടിന അധികാരമുണ്ടായിരിക്കുന്നതാണ്. എന്നാൽ ഒടുവിലത്തെ രണ്ട സംഗതികൾ കമ്മറ്റിക്കാരുടെ സമ്മതം വാങ്ങിയശേഷം ചെയ്യേണ്ടതാണ്.

(ബി) പ്രസിഡണ്ടിന്റെ മേൽവിചാരത്തിനു കീഴ്പ്പെട്ട സംഘം പ്രവൃത്തികൾ നടത്തുന്നതിന്റെ ഉത്തരവാദം സിക്രട്ടറിക്ക ഇരിക്കുന്നതാണ്.

(സി) സംഘത്തിനവേണ്ടി വ്യവഹാരം നടത്തുന്നതു സിക്രട്ടറി ആയിരിക്കുന്നതാകുന്നു. സംഘംവക സകല പ്രമാണങ്ങളും പ്രസിഡണ്ടിന്റെ പേരിൽ ആയിരിക്കും.

(ഡി) സിക്രട്ടറിക്കോ മറ്റോ അവധി വേണമെങ്കിൽ ആയതു പ്രസിഡണ്ട സമ്മതിക്കേണ്ടതും ആ കാലത്തിനിടയിൽ സംഘംജോലി കമ്മറ്റിയിലെ ഒന്നോ അതിലധികമോ മെംബർമാരെക്കൊണ്ട നടത്തുവാൻ ഏർപ്പാട ചെയ്യേണ്ടതും ആകുന്നു!

൨൪. സ്വന്തംവായ്പയിലാകട്ടെ ജാമ്യംനിന്നവായ്പയിലാകട്ടെ ഈ സംഘത്തിലോ മറ്റേതെങ്കിലും സംഘത്തിലോ കുടിശ്ശികക്കാരനായിരിക്കുന്ന യാതൊരാളേയും കമ്മറ്റിയിലെ അംഗമായോ, സംഘത്തിനെ മറ്റൊരു സംഘത്തിൽ പ്രതിനിധീകരിക്കുന്നതിനായോ തിരഞ്ഞെടുക്കുവാൻ പാടില്ലാത്തതാകുന്നു. എന്നുമാത്രമല്ല കമ്മറ്റി അംഗമായി തെരഞ്ഞെടുക്കപ്പെട്ടിട്ടുള്ള ഒരാൾ മേൽപ്രകാരം മൂന്നുമാസംകൂടതെ വീഴ്ചക്കാരനായിത്തീരുന്നപക്ഷം ആ കാരണംകൊണ്ടുതന്നെ അയാളുടെ കമ്മറ്റിമെംബർസ്ഥാനം ഒഴിഞ്ഞുപോകുന്നതും ഇപ്രകാരം

നിന്നുപോകുന്ന തീയതിമുതൽ ൩ മാസക്കാലത്തേക്ക് കമ്മററി അംഗമായി വീണ്ടും തെരഞ്ഞെടുക്കപ്പെടുന്നതിന്നു അവർക്കു യോഗ്യതയില്ലാത്തതുമാകുന്നു.

൨൫. സംഘത്തിലേക്കു അടയ്ക്കുന്ന എല്ലാ പണങ്ങൾക്കും രസീതുകൾ കൊടുക്കേണം. അംഗങ്ങൾ അടയ്ക്കുന്ന പണത്തിനു കൊടുക്കുന്ന രസീതു സിക്രട്ടറി ഒപ്പിട്ടിരിക്കേണം. മെമ്പറന്മാരിൽനിന്നല്ലാതെ അന്യന്മാരിൽനിന്നു കടമായി വാങ്ങുന്ന എല്ലാ പണങ്ങൾക്കും കൊടുക്കുന്ന രസീതൊ കച്ചീട്ടോ കമ്മററിയിലെ ൨ അംഗങ്ങൾ കൂടി ഒപ്പിട്ടുകൊടുക്കേണ്ടതും അവരിൽ പ്രസിഡണ്ടും സിക്രട്ടറിയും ഉൾപ്പെട്ടിരിക്കേണ്ടതും ആകുന്നു.

൨൬. കമ്മററിക്കാർ സഹകരണസംഘങ്ങളുടെ വ്യവസ്ഥാക്ലിപ്തംപ്രകാരം നിശ്ചയിച്ചിട്ടുള്ളതും രജിസ്ട്രാർ അവർകൾ അപ്പഴപ്പോൾ വിധിക്കുന്ന ചട്ടങ്ങൾ പ്രകാരവും ഉള്ള കണക്കുകളും രജിസ്ടരുകളും വെക്കേണ്ടതും രജിസ്ട്രാർ അവർകൾ അയക്കുന്ന ആഡിററുത്തരവുകളോ ഇൻസ്പെക്ഷൻ നോട്ടുകളോ അവ കിട്ടിയതീയതിമുതൽ ഒരു മാസത്തിനകം സംഘത്തിന്റെ പൊതുയോഗംമുമ്പാകെ ഹാജരാക്കേണ്ടതും രജിസ്ട്രാർ അവർകളുമായി എഴുത്തുകുത്തുകൾ നടത്തേണ്ടതും മററു സംഘത്തിനെ സംബന്ധിച്ച എല്ലാ കാര്യങ്ങളും നടത്തേണ്ടതും ആകുന്നു.

൨൭. കമ്മററിക്കു സംഘം പ്രവൃത്തികൾ നടത്തേണ്ടതിന്നു ആവശ്യമെന്നു തോന്നുന്ന ജീവനക്കാരെ നിയമിക്കാവുന്നതും നിശ്ചയിച്ച തോതനുസരിച്ചുള്ള ശമ്പളച്ചിലവും പൊതുയോഗം അതാതുകൊല്ലം അനുവദിക്കുന്ന ബഡ്ജററുസംഖ്യയിൽ അടങ്ങിയ ചിലവും നടത്താവുന്നതാകുന്നു. സിക്രട്ടറിക്കു ഓരോ ആവശ്യത്തിന്നു ഒരു രൂപായിൽ അധികരിക്കാത്ത ഒരു സംഖ്യ തൻചെലവു് ചെയ്യാവുന്നതാണ്.

൨൮. സംഘം ജീവനക്കാരുടെ പക്കൽനിന്നു വല്ല ജാമ്യവും വാങ്ങേണ്ടിവന്നാൽ അതിന്റെ സംഖ്യയും മാതിരിയും കമ്മററിക്കാർക്കു തീർച്ചപ്പെടുത്താൻ അധികാരമുണ്ടായിരിക്കും.

൨൯. സംഘകാര്യങ്ങൾ നടത്തേണ്ടതിന്നു കമ്മിററിക്കാർക്കു ആക്ററും അതനുസരിച്ചുള്ള ചട്ടങ്ങളും ഈ നിബന്ധനകൾക്കും അനുസരിച്ചു ഉപനിബന്ധനകൾ ഉണ്ടാക്കുവാൻ അധികാരമുണ്ട്. ഈ ഉപനിബന്ധനകളെ സംഘത്തിന്റെ മിനിട്ടുബുക്കിൽ ചേർക്കേണ്ടതും അതിന്റെ ഒരു പ്രതി രജിസ്ട്രാർ അവർകൾക്കു അയച്ചുകൊടുക്കേണ്ടതും അംഗീകാരം വാങ്ങിയതിന്നുശേഷം നടപ്പിൽ വരുത്തേണ്ടതുമാകുന്നു.

൩൦. കമ്മിററിക്കാർ പ്രതിഫലം കൂടാതെ വേല ചെയ്യേണ്ടതാകുന്നു. സംഘം വക പ്രവൃത്തി തൃപ്തികരമാണെന്നു രജിസ്ട്രാർ അവർകൾ അഭിപ്രായപ്പെടുന്നപക്ഷം സംഘത്തിലെ എഴുത്തുജോലി നടത്തുന്നവർക്കു (ഇദ്ദേഹം സക്രട്ടറിയോ കമ്മററിയിലെ മെമ്പറോ ആയിരിക്കും) പൊതുയോഗത്തിന്റെ ശുപാർശപ്രകാരം രജിസ്ട്രാർ അവർകളുടെ അനുമതിയോടുകൂടി പ്രതിമാസം ഒരു അലവൻസു കൊടുക്കാവുന്നതാണ്. സംഘം വക പ്രവൃത്തി നടത്തുന്നതിൽ കമ്മിററിക്കാർക്കു വാസ്തവത്തിൽ ഉണ്ടായ വല്ല ചിലവുകളും സംഘത്തിന്റെ പേരിൽ താഴെപറയുന്ന വിധം കണക്കെഴുതാവുന്നതാണ്.

(എ) പണം അയക്കുന്നതിനും മററും ചിലവായ അഞ്ചൽ ചിലവുകൾ; ഇവകൾക്കു ശരിയായ രസീതുണ്ടായിരിക്കണം.

(ബി) യൂണിയൻ യോഗത്തിനോ ഇതരസഹകരണങ്ങൾ സമ്മേളനങ്ങളിലെ യോഗത്തിനോ ഹാജരാകേണ്ടതിന്നു സംഘത്തിന്റെ പ്രതിനിധി എന്ന നിലയിൽ പോകുന്ന മെമ്പറന്മാർക്കോ കമ്മിററിമെമ്പറന്മാർക്കോ (യൂണിയനിൽനിന്നോ മററുസ്ഥാപനങ്ങളിൽനിന്നോ വഴിയാത്രച്ചിലവുകൊടുക്കാത്ത പക്ഷം) പൊതുയോഗം തീർച്ചപ്പെടുത്തുന്ന നിരക്കനുസരിച്ചു കൊടുക്കുന്ന വഴിയാത്രച്ചിലവുകൾ.

(൩) കൊല്ലംതോറുമോ അല്ലെങ്കിൽ പ്രത്യേകിച്ചു് ആവശ്യപ്പെടുമ്പോഴെങ്കിലുമോ പൊതുയോഗം തീർച്ചപ്പെടുത്തുന്ന നിരക്കിൻപ്രകാരം യൂനിയൻ ചെലവിലേക്കു വീതംകൊടുക്കുന്ന ഒരു സംഖ്യ,

(൪) പൊതുയോഗം സമ്മതിക്കുന്നപ്രകാരം സ്ഥിരമായോ താല്ക്കാലികമായോ ഉള്ള സംഘംവകജോലിക്കാർക്കു വേണ്ടുന്ന ചെലവുകൾ.

(൫) പൊതുയോഗം കൊല്ലംതോറും അനുവദിക്കുന്ന ബഡ്ജറ്റുസംഖ്യയിൽ അധികരിക്കാത്ത വീട്ടുവാടക, മരസാമാനങ്ങൾ, സ്റ്റേഷനറി സാമാനങ്ങൾ ഇവയ്ക്കുള്ള ചിലവുകളും മററു അനുവദിച്ചിട്ടുള്ള ചിലവുകളും;

(൬) തൻചെലവായി ഒരുരൂപായിൽ അധികരിക്കാത്ത മററു ഏതു ചിലവും പൊതുയോഗത്തിന്റെ സമ്മതംകൂടാതെ മേല്പറഞ്ഞ ചിലവുകൾക്കുപുറമേ വേറെ യാതൊരു ചിലവും കമ്മിററിക്കാർക്കു ചെയ്വാൻ പാടുള്ളതല്ല.

## പൊതുയോഗം.

൩൧. സംഘത്തിന്റെ ഭരണം സംബന്ധിച്ചുള്ള എല്ലാ സംഗതികളുടേയും അവസാനതീരുമാനത്തിനുള്ള അധികാരം മെമ്പറന്മാരുടെ പൊതുയോഗത്തിനായിരിക്കും. ആ യോഗം സംഘത്തിന്റെ കാര്യങ്ങൾ നടത്തുവാൻ ആവശ്യമുള്ളപ്പോളൊക്കെ കൂടുകയുംവേണം. ഉപനിയമം അനുസരിച്ചു കമ്മിററിക്കാരിൽ നിക്ഷിപ്തമായിരിക്കുന്ന അധികാരങ്ങൾ പ്രയോഗിച്ചു കമ്മിററിക്കാർ ചെയ്യുന്ന പ്രവൃത്തികളിൽ പൊതുയോഗം കൈകടത്താൻ പാടില്ലാത്തതാകുന്നു. പൊതുയോഗത്തിന്റെ തീരുമാനത്തിനുൾപ്പെട്ടവയിൽ ചുവടെ വിവരിക്കുന്ന സംഗതികൾ പ്രധാനമായിട്ടുള്ളവയാകുന്നു.

(൧) കമ്മിററിക്കാരെ തിരഞ്ഞെടുക്കയും മാററുകയും ചെയ്ക.

(൨) സഹകരണസംഘം രജിസ്ട്രാർക്കു അയയ്ക്കേണ്ട വർഷാവസാനറിപ്പോർട്ടുനിരൂപണം ചെയ്ക.

(൩) രജിസ്ട്രാരുടെ വർഷാവസാന ആഡിററുസർട്ടിഫിക്കററു വായിച്ചുനോക്കി വേണ്ടവിധം പ്രവർത്തിക്കുക.

(൪) നടപ്പിലിരിക്കുന്ന വല്ല നിബന്ധനയും ഭേദപ്പെടുത്തുകയോ ദുർബലപ്പെടുത്തുകയോ അല്ലെങ്കിൽ പുതിയ ഒരു നിബന്ധനയുണ്ടാക്കുകയോ ചെയ്ക.

(൫) ഒരു മെമ്പറെ നിബന്ധന ൩൯-ാം വകുപ്പിൻപ്രകാരം ഒഴിക്കുക.

(൬) കമ്മിററിക്കാരുടെ പേരിൽ മെമ്പറന്മാരിൽ വല്ലവരുമോ, അല്ലെങ്കിൽ മെമ്പറായി ചേരുന്നതിനു അപേക്ഷകൊടുത്തിട്ടുള്ള ആളോ കൊണ്ടുവരുന്ന ആവലാതിയെപ്പററി അന്വേഷിക്കുക.

(൭) ഗവർമ്മെന്റോ രജിസ്ട്രാരോ നിശ്ചയിക്കുന്ന കണക്കുകൾ അയയ്ക്കുക.

(൮) ൨൫-ാം വകുപ്പിൻപ്രകാരം കമ്മിററിയിലെ മെമ്പറന്മാർക്കോ അവരുടെ ബന്ധുക്കൾക്കോ ആശ്രിതന്മാർ, ഭൃത്യന്മാർ മുതലായവർക്കോ കടം അനുവദിക്കുക.

(൯) കൃഷിക്കാരല്ലാത്ത അംഗങ്ങളിൽനിന്നും പ്രതിനിധികളെ ഇതര സഹകരണസ്ഥാപനങ്ങളിലേക്കു തിരഞ്ഞെടുക്കുക.

(൧൦) സ്വന്തം ഉൾപ്പെട്ട യൂനിയനോടോ സെൻട്രൽ ബാങ്കിനോടോ മററുസഹകരണസ്ഥാപനങ്ങളോടോ സംഘത്തെ ചേർക്കയോ, ചേർത്തിട്ടുള്ളതു വേർപിരിക്കുകയോ ചെയ്ക.

(൧൧) മെമ്പർമാരുടെ പുതുക്കിയ വസ്തുവിവരപ്പട്ടിക അനുസരിച്ചു ഓരോരുത്തനും സംഘത്തിനു കടപ്പെടാവുന്ന പരമാവധിതുക നിശ്ചയിക്കുക.

൩൨. സംഘകാര്യങ്ങൾ നടത്തുന്നതിനു ആവശ്യമെന്നു വിചാരിക്കുമ്പോഴൊക്കെയും ഒരു പൊതുയോഗം കമ്മിററിക്കാർക്കു വിളിച്ചുകൂട്ടാവുന്നതാകുന്നു. എന്നാൽ സംഘത്തിലെ അഞ്ചിലൊരുഭാഗം അംഗങ്ങളുടെ രേഖാമൂലമായ അപേക്ഷയിന്മേലും രജിസ്ട്രാർ അവർകളുടെ ആവശ്യപ്രകാരവും സംഘത്തെ ചേർപ്പിച്ചിരിക്കുന്ന യൂനിയൻസംഘത്തിലെ-

തീരുമാനപ്രകാരം അയച്ചിട്ടുള്ള [illegible]യോഗത്തിലെ ഒരു മെംബരുടെ [illegible] ആവശ്യപ്രകാരവും സംഘം വായ്പ വാങ്ങിയിട്ടുള്ള കേന്ദ്രസ്ഥാപനത്തിന്റെ ആവശ്യപ്രകാരവും പൊതുയോഗം വിളിച്ചുകൂട്ടേണ്ടതാണ്.

൩൩. (൧) പൊതുയോഗത്തിനു ഹാജരാകേണ്ടതു എല്ലാമെംബറന്മാരുടേയും കടമയാകുന്നു. ഒരു പൊതുയോഗത്തിനു ആവശ്യം ഹാജരായിരിക്കേണ്ട മെംബറന്മാരുടെ സംഖ്യ ആകെയുള്ളതിൽ നാലിലൊന്നിൽ കുറയാതെയിരിക്കണം.

(൨) പൊതുയോഗങ്ങൾ വിളിച്ചുകൂട്ടുന്ന ക്രമം, അതിനുള്ള സമയം, സ്ഥലം ആവശ്യം മുതലായവയെപ്പററി ഈ ഉപനിബന്ധനകളിലെ വ്യവസ്ഥകൾ എങ്ങിനെയായാലും രജിസ്ത്രാർ അവർകൾക്കോ, ആക്ടിലെ ൪൩-ാംവകുപ്പനുസരിച്ചു വിചാരണ ചെയ്യുന്നതിനു രജിസ്ത്രാർ അവർകൾ അധികാരപ്പെടുത്തുന്ന മററു വല്ലവർക്കുമോ,

(എ) [illegible]ക്കു നോട്ടീസുകൊടുത്തു ഒരു [illegible]ശേഷമോ പൊതുയോഗം അവർ നിശ്ചയിക്കുന്ന സ്ഥലത്തും സമയത്തും വിളിച്ചുകൂട്ടുകയും,

(ബി) അപ്രകാരം കൂടുന്ന യോഗത്തിൽ ആലോചിക്കേണ്ട വിഷയങ്ങളെ ക്ലിപ്തപ്പെടുത്തുകയും ചെയ്യാവുന്നതാകുന്നു.

അപ്രകാരം വിളിച്ചുകൂട്ടുന്ന പൊതുയോഗങ്ങൾക്കു സാധാരണ പൊതുയോഗങ്ങൾക്കുള്ള സകല അധികാരങ്ങളും ഉണ്ടായിരിക്കുന്നതാണ്. ഈ നിബന്ധനപ്രകാരമുള്ള കോറം തികയാതെ വന്നാലും (i) സംഘത്തിനു ഉപദ്രവം [illegible]ക്കുന്നതിനു ഉദ്ദേശ്യമല്ലായിരുന്നു എന്നും (ii) പാസാക്കുന്ന നിശ്ചയങ്ങൾ സംഘത്തിന്റെ നന്മയ്ക്കു ആവശ്യമാണെന്നും (iii) അവ അംഗങ്ങളുടെ പൊതുയോഗം അംഗീകരിക്കുന്നതാണെന്നും ബോദ്ധ്യം വരുന്നപക്ഷം അവ സാധുവാണെന്നു രജിസ്ത്രാർ അവർകൾക്കു പ്രഖ്യാപിക്കാവുന്നതാകുന്നു.

൩൩. (൩) ഏതു ക്രമമായ ഒരു കമ്മിററിയെ തെരഞ്ഞെടുക്കുന്നതിനു പൊതുയോഗത്തിൽ സാധിക്കാതെവരുമ്പോൾ സംഘത്തിനുവേണ്ടി നടപടികൾ നടത്തുന്നതിനു ഏതെങ്കിലും ഒരംഗത്തിനെയോ അംഗമല്ലാത്തഒരാളെയോ സംഘം വല്ല ബാങ്കിനോടും കടപ്പെട്ടിട്ടുണ്ടെങ്കിൽ ആ ബാങ്കിന്റെയും രജിസ്ത്രാർ അവർകളുടേയും മുൻ അനുവാദത്തോടുകൂടി അധികാരപ്പെടുത്തുന്നതിനു പൊതുയോഗത്തിനു എപ്പോഴും സ്വാതന്ത്ര്യം ഉണ്ടായിരിക്കുന്നതാണ്. എന്നാൽ വായ്പകൾ പിരിക്കുന്നതിലും നടപടികൾ നടത്തുന്നതിലും നിബന്ധനകൾക്കു[illegible]ട്ട് അയാൾ അയാളുടെ സ്വന്ത ഉത്തരവാദത്തിന്മേൽ പ്രവർത്തിക്കുന്നതായിരിക്കും. താഴെ പറയുന്ന കാര്യങ്ങളിൽ പൊതുയോഗത്തിന്റെ മുൻ അനുവാദത്തോടുകൂടി അയാൾ പ്രവർത്തിക്കേണ്ടതാകുന്നു.

(൧) അംഗങ്ങളെ ചേർക്കുക
(൨) ഓഹരി അപേക്ഷയെ അനുവദിക്കുക,
(൩) റൊക്കമായോ തട്ടിക്കഴിച്ചോ ഓഹരികളെ കുറവെഴുതുക,
(൪) കടംവാങ്ങുക
(൫) അംഗങ്ങൾക്കു വായ്പ അനുവദിക്കുക,

(ബി) സംഘം കടപ്പെട്ടിട്ടുള്ള ബാങ്കിന്റെയും രജിസ്ത്രാർ അവർകളുടെയും അനുമതിക്കുപ്പെട്ട ഒരു പ്രതിഫലം മാനേജരുടെ സേവനങ്ങൾക്കായി പൊതുയോഗത്തിനു അനുവദിക്കാവുന്നതാണ്. മാനേജർക്കു നിശ്ചയിച്ചിട്ടുള്ള കാലാവധിക്കുമുമ്പു ഒരു പൊതുയോഗം വിളിച്ചുകൂട്ടി നിബന്ധനകളനുസരിച്ചു ഒരു കമ്മിററിയെ തെരഞ്ഞെടുക്കുന്നതിനു അയാൾ ബാദ്ധ്യസ്ഥനായിരിക്കുന്നതും അപ്രകാരം ഒരു കമ്മിററിയെ തെരഞ്ഞെടുക്കുന്നതിനു സാധിക്കാതെ വരുന്നപക്ഷം നിബന്ധനകളനുസരിച്ചു ഒരു കമ്മിററിയെ തെരഞ്ഞെടുക്കുന്നതുവരെ അയാൾതന്നെ തുടർന്നു പ്രവർത്തി നടത്തേണ്ടതുമാകുന്നു.

൩൪. പൊതുയോഗത്തിൽ പ്രസിഡന്റു ഹാജരുള്ളപ്പോൾ പ്രസിഡന്റുതന്നെ സഭാനാഥനായിരിക്കണം. ഹാജരില്ലാത്തപക്ഷം യോഗത്തിനു അവരുടെ ഇടയിൽനിന്നു ഒരു മെംബരെ സഭാനാഥനായി തിരഞ്ഞെടുക്കാവുന്നതാണ്. എന്നാൽ ൩൩-ാം വകുപ്പു

നുസരിച്ചു കൂടുന്ന ഒരു പൊതുയോഗത്തിൽ അവർ ആരുടെ നിയോഗപ്രകാരം വിളിച്ചുകൂട്ടുന്നോ ആ ഉദ്യോഗസ്ഥനു അദ്ധ്യക്ഷംവഹിക്കണമെന്നുള്ളതാണ്. ഹാജരുള്ള ഓരോ മെമ്പർക്കും ഓരോ വോട്ടുമാത്രമെ ഉണ്ടായിരിക്കയുള്ളു, ഹാജരായി വോട്ടുചെയ്യുന്ന മെമ്പർമാരുടെ വോട്ടുകളിൽ ഭൂരിപക്ഷപ്രകാരം എല്ലാകാര്യങ്ങളും തീർച്ചപ്പെടുത്തേണ്ടതാണ്. വോട്ടുകൾ തുല്യമായിരുന്നാൽ അഗ്രാസനാധിപതിക്കു രണ്ടാമതു ഒരു വോട്ടുകൂടി ഉണ്ടായിരിക്കുന്നതാണ്.

൩൭. ഒരു പൊതുയോഗം കൂടുവാൻ കുറഞ്ഞതു സാധാരണയായി മൂന്നുദിവസത്തെ നോട്ടീസുകൊടുക്കേണ്ടതാകുന്നു. പൊതുയോഗത്തിനുള്ള നോട്ടീസു താഴെ പറയുന്ന ഏതെങ്കിലും ഒന്നോ അതിലധികമോ രീതിയിൽ നടത്തേണ്ടതാണ് (൧) മുദ്രയടിച്ചു പരസ്യപ്പെടുത്തുക (൨) നോട്ടീസിന്റെ പ്രതികൾ സംഘയാഫീസിലും സംഘാതിർത്തിക്കുള്ളിലുള്ള പ്രധാനസ്ഥലങ്ങളിലും പതിച്ചു നടത്തുക, (൩) നോട്ടീസു പുസ്തകത്തിൽ എഴുതി അംഗങ്ങളെ കാണിച്ചു ഒപ്പിടുവിക്കുക.

കമ്മിററിയുടെ ഒരു പ്രത്യേകനിശ്ചയപ്രകാരം മാത്രമെ ഒരു സാധാരണ പൊതുയോഗം വിളിച്ചുകൂട്ടാൻ പാടുള്ളു.

൩൮. ഒരു മെമ്പർ സംഘത്തെ വല്ലവിധത്തിലും വഞ്ചിക്കുകയോ, അല്ലെങ്കിൽ അയാളുടെ ദുർനടത്തകൊണ്ടു സംഘത്തിന്റെ ഗുണത്തിനുവേണ്ടി അയാളെ നീക്കുന്നതു ആവശ്യമായി വരികയോ ചെയ്യുന്നപക്ഷം ആ മെമ്പറെ സംഘത്തിൽനിന്നു നീക്കുന്നതിനു പൊതുയോഗത്തിനു സ്വാതന്ത്ര്യമുണ്ടായിരിക്കും. നീക്കപ്പെട്ട ഒരു മെമ്പർക്കു സംഘത്തിൽനിന്നും വല്ല പണവും ചെല്ലാനുണ്ടായിരുന്നാൽ അയാളിൽനിന്നും സംഘത്തിനു ഈടാക്കാനുള്ളതു കഴിച്ചു ബാക്കി അയാൾക്കു കൊടുക്കുന്നതാകുന്നു. ഒരു മെമ്പറെ നീക്കിയ സമയത്തിലുള്ള സംഘത്തിന്റെ കടത്തിനു ൩-ാമത്തെ നിബന്ധനയിൽ പറഞ്ഞിടത്തോളം തള്ളപ്പെട്ട മെമ്പറുടെ ബാദ്ധ്യത അങ്ങനെ തള്ളിയതിനുശേഷം രണ്ടുകൊല്ലത്തേക്കു നിലനില്ക്കുന്നതാണ്.

൩൯. സംഘത്തിന്റെ സമീപത്തു ജോലിനടത്തുന്നതോ രജിസ്ത്രാർ അവർകളാൽ മേലാൽ രജിസ്ത്രുചെയ്യപ്പെടുന്നതോ ആയ ഏതെങ്കിലും ഒരു യൂനിയനിൽ സംഘത്തെ ചേർക്കുവാൻ പൊതുയോഗത്തിനു അധികാരമുണ്ടായിരിക്കുന്നതാണ്. മേൽപറഞ്ഞ യൂനിയന്റെ ചിലവിലേക്കായി ഓരോ കൊല്ലം സംഘം സമ്പാദിക്കുന്ന ലാഭത്തിൽ ആറേകാൽ ശതമാനം ആഡിററു ഉത്തരവിനുശേഷം കൊടുക്കേണ്ടതാണ്. എന്നാൽ ഒരു കൊല്ലത്തിൽ ഇതിനായി കൊടുക്കുന്ന ആകെ സംഖ്യ ൨൫൦ രൂപായിൽ അധികരിച്ചുകൂടുന്നതല്ല. സംഘം ഏതെങ്കിലും യൂനിയനോടു ചേരുന്നതുവരെ അങ്ങനെയുള്ള ഈ തുക രജിസ്ത്രാർ നിർദ്ദേശിക്കുന്ന സ്ഥാപനത്തിൽ അടക്കേണ്ടതാകുന്നു.

## വായ്പകൾ.

൪൦. വായ്പകൾ മെമ്പർമാൎക്കുമാത്രമെ കൊടുത്തുകൂടു, എന്നാൽ യാതൊരു മെമ്പൎക്കും കടം വായ്പ വാങ്ങുന്നതിനു അവകാശമുണ്ടെന്നു വാദിക്കാവുന്നതല്ല, താഴെ പറയുന്ന സംഗതികൾ ഒഴിച്ചുള്ള എല്ലാ വായ്പ അപേക്ഷകളും കമ്മിററിക്കാർ തീർച്ചപ്പെടുത്തേണ്ടതാകുന്നു.

പൊതുസംഘത്തിന്റെ അല്ലെങ്കിൽ സംഘത്തിൽ ഒരു മേൽപരിശോധനാസംഘം ഉള്ളപക്ഷം അതിന്റെയൊ അനുമതികൂടാതെ കമ്മിററിക്കാൎക്കൊ അവരുടെ അടുത്ത ബന്ധുക്കൾക്കൊ (ഭാഗിക്കാത്ത കുടുംബക്കാർ, ഭാര്യ, മരിച്ചു പിരിഞ്ഞ മകൻ, മകളുടെ ഭർത്താവു, ആശ്രിതന്മാർ, ഭൃത്യന്മാർ മുതലായവൎക്കും) കാലാവധി ഒരു കൊല്ലത്തിൽ കവിഞ്ഞുള്ള കടംവായ്പ അനുവദിക്കാൻ പാടില്ലാത്തതാകുന്നു. ൨൦൦ രൂപായിൽ കൂടുതൽ ഉള്ള വായ്പകൾ നൽകുന്നതിനുമുമ്പു സംഘം ചേർന്നിട്ടുള്ള ബാങ്കിന്റെ സമ്മതി സിദ്ധിച്ചിരിക്കണം.

൩൯. വായ്പക്കാരുടെ എല്ലാ അപേക്ഷകളും ആ ആവശ്യത്തിന്ന സംഘം നിശ്ചയിച്ചിട്ടുള്ള ഫാറത്തിൽ എഴുതി സിക്രട്ടറിക്ക അയക്കേണ്ടതും ആ വക അപേക്ഷകൾ കമ്മിററിക്കാരുടെ തീരുമാനത്തിന്ന വെക്കേണ്ടതും ആകുന്നു.

൪൦. വായ്പകൾ ഉപയോഗപ്രദങ്ങളായ കാൎയ്യങ്ങൾക്കല്ലാതെ കൊടുക്കപ്പെടുന്നതല്ല,

(൧) വിത്തോ കാളയോ കൃഷിക്കുള്ള ഉപകരണങ്ങളോ വാങ്ങുന്നതിന്നും മററു കൃഷിവക ചിലവുകൾ നടത്തുന്നതിന്നും.

(൨) കന്നുകാലികളെയും അവയ്ക്കു തീററിസാധനങ്ങളും വാങ്ങുന്നതിന്നും.

(൩) വണ്ടികൾ വള്ളങ്ങൾ മുതലായവ ഉണ്ടാക്കുകയോ വിലയ്ക്കു വാങ്ങുകയോ ചെയ്യുന്നതിന്നും.

(൪) സൎക്കാർ കരമോ മിച്ചവാരമോ അടയ്ക്കുന്നതിന്നും.

(൫) ഭൂസ്വത്തു സമ്പാദിക്കുന്നതിന്നും സ്ഥാവരസ്വത്തുക്കളിൽ [illegible] നടത്തുന്നതിന്നും.

(൬) താമസിക്കാനുള്ള ഗൃഹങ്ങളോ കന്നുകാലിത്തൊഴുത്തുകളോ കെട്ടി ഉണ്ടാക്കുകയോ വിലയ്ക്കു വാങ്ങുകയോ കേടുപാടു തീൎക്കുകയോ ചെയ്യുന്നതിന്നും.

(൭) വ്യവസായികൾക്ക തങ്ങളുടെ തൊഴിലിന്നാവശ്യമായ പണിക്കോപ്പുകളോ പണിത്തരമാക്കീട്ടില്ലാത്ത പരുക്കൻ വസ്തുക്കളോ വാങ്ങുന്നതിന്നും.

(൮) ചില്ലറ വ്യാപാരികൾക്ക അവരുടെ വ്യാപാരം നടത്തുന്നതിന്നും

(൯) ചില്ലറ കടങ്ങൾ കൊടുത്തുതീൎക്കുന്നതിന്നും.

(൧൦) ഭക്ഷണസാധനങ്ങളും മററു ജീവിതാവശ്യങ്ങളും വിലയ്ക്കു വാങ്ങുന്നതിന്നും.

(൧൧ വിദ്യാഭ്യാസത്തിന്നുള്ള ചിലവുകൾ നടത്തുന്നതിന്നും.

(൧൨) ൨൦ രൂപായിൽ അധികരിക്കാത്ത അടിയന്തിര ആവശ്യങ്ങൾക്കുള്ള ചിലവുകൾക്കും.

(൧൩)

(൧൪)

(൧൫)

[illegible] വാങ്ങുന്ന കടങ്ങൾ മാത്രമെ ഉപകാരപ്രദങ്ങളായ ആവശ്യങ്ങൾക്ക വാങ്ങിയതായി ഗണിക്കപ്പെടുകയുള്ളൂ. മുകളിൽപറയുന്ന ആവശ്യങ്ങൾക്കായി ഒരു വായ്പ നൽകുന്ന അവസരത്തിൽ സംഘത്തെ ബോദ്ധ്യപ്പെടുത്തീട്ടുള്ളതല്ലെങ്കിൽ,

സംഘത്തിന്റെ സമീപസ്ഥലത്തു പ്രവൎത്തനം നടത്തുന്നതായ ഒരു വില്പനസംഘം മുഖാന്തിരം വായ്പക്കാരൻ മുഴുവൻ വിളവുകളുമോ അല്ലെങ്കിൽ വായ്പയുടെ തവണക്ക സമാനമായി വിലവരുന്നിടത്തോളമുള്ള വിളവോ വിററു വായ്പയിലേക്കോ തവണകളിലേക്കൊ വകവെച്ചുകൊള്ളുന്നതിന്ന സമ്മതിക്കുന്നതിന്നു വായ്പക്കാരനെ നിൎബന്ധിക്കാവുന്നതാകുന്നു.

൪൧. സംഘത്തിൽനിന്നു കൊടുക്കുന്ന കടം വായ്പ ദുരുപയോഗപ്പെടുത്തിയിരിക്കുന്നതായി കമ്മിററിക്കാർ അഭിപ്രായപ്പെടുന്നപക്ഷം അവർ ആ വായ്പ കൊടുത്തിട്ടുള്ള അവധി കഴിയുന്നതിന്ന കാത്തിരിക്കാതെ ആയതു പലിശയോടുകൂടി വസൂലാക്കുന്നതിന്നുള്ള നടപടികൾ ഉടനെ ആരംഭിക്കേണ്ടതാകുന്നു.

൪൨. സംഘത്തിൽനിന്നു ഒരു മെമ്പർ വാങ്ങുന്ന കടങ്ങളുടെ പരമാവധി           രൂപയിൽ അധികരിച്ചുകൂടുന്നതല്ല. മേൽപറഞ്ഞ തുകയ്ക്കുൾപ്പെട്ട ഒരു മെമ്പർ എടുത്തിട്ടുള്ള ഓരോ ഓഹരിക്കും ഓഹരിവിലയുടെ അഞ്ചിരട്ടിയിൽ അധികരിക്കാത്ത ഒരു കടം വാങ്ങുവാൻ മെമ്പർമാൎക്ക അൎഹതയുണ്ടായിരിക്കയും ചെയ്യും. [illegible]

എടുത്തുവരുന്ന ഒരു മെംബർക്കു അയാൾക്കു കിട്ടിവരുന്ന ഒരു മാസശമ്പളത്തിന്റെ ഇരട്ടിയിൽ അധികരിക്കുന്ന ഒരു സംഖ്യ കടംകൊടുക്കുന്നതല്ല.

൧൬. സംഘത്തിൽനിന്നും കൊടുക്കുന്ന എല്ലാ വായ്പകൾക്കും മാസംതോറും രൂപായ്ക്കു മൂന്നുകാശുവീതം പലിശ ഈടാക്കേണ്ടതാകുന്നു. ഒന്നാംതരത്തമാസം കണക്കാക്കുന്നതു കടംകൊടുത്ത തീയതിമുതൽ അടച്ചതീരുന്ന തീയതിവരെ ഉള്ള കാലത്തിനായിരിക്കും. ഒരുമാസത്തിന്റെ അംശം പതിനഞ്ചുദിവസത്തിൽ അധികരിച്ചാൽ അതു ഒരു മുഴുവൻ മാസമായും പതിനഞ്ചുദിവസമോ അതിൽ കുറഞ്ഞോ ആയാൽ അതു അരമാസമായും കൂട്ടുന്നതാണ്.

൧൭. കടം വായ്പ താഴെ പറയുന്ന ഏതെങ്കിലും വിധത്തിൽ കൊടുക്കപ്പെടും.

(എ) കടം വാങ്ങുന്നയാളിന്റെ പേരിൽ വല്ല നിക്ഷേപവുമുണ്ടെങ്കിൽ അതിന്റെ ഉറപ്പിന്മേൽ ആ വക നിക്ഷേപസംഖ്യയുടെ നൂററിനു ൯൦-ൽ കവിയാതെകണ്ട്.

കുറിപ്പ്:—ഈ ഉപവകുപ്പുപ്രകാരം കൊടുക്കുന്ന വായ്പകളെ ൧൮-ാം വകുപ്പു സംബന്ധിക്കുന്നതല്ല.

(ബി) കടം വാങ്ങുന്ന ആളുടെയും അയാൾക്കു ജാമ്യമായി നിൽക്കുന്ന ഒന്നോ രണ്ടോ അതിലധികമോ മററു മെംബർമാരുടെയും കൂട്ടായും വെവ്വേറെയും ഉള്ള ഉത്തരവാദത്തിന്മേൽ—എന്നാൽ ഒരു മെംബർക്കു ജാമ്യമായി നിൽക്കാൻ കഴിയുന്ന ആകെ സംഖ്യ ഓരോ ഓഹരിക്കു ഓഹരിവിലയുടെ പത്തുഗുണത്തിൽ കവിഞ്ഞുകൂടുന്നതല്ല.

(സി) യാതൊരു ബാദ്ധ്യതയുമില്ലാതെ വായ്പക്കാരനു പൂർണ്ണാവകാശമുള്ള സ്ഥാവരവസ്തുവിന്റെ പണയത്തിന്മേൽ ആ വസ്തുവിനു കിട്ടാവുന്ന മതിപ്പുവിലയുടെ നൂററിനു ൫൦-ൽ കവിയാതെകണ്ട്.

(ഡി) ഗവണ്മെണ്ടിന്റെ പ്രോമിസറിനോട്ടുകളുടെയോ ഗവണ്മെണ്ടിന്റെ സേവിംഗ്സ്ബാങ്കു ഡിപ്പോസിററുകളുടെയോ പണയത്തിന്മേൽ.

(ഇ) ഒന്നാം നിബന്ധനയിൽ പ്രസ്താവിച്ച കൂട്ടുകടം വായ്പയായും.

(എഫ്) അംഗങ്ങളുടെ വിളവുകളുടെയോ അല്ലെങ്കിൽ സംസ്കൃതവിഭവങ്ങളുടെയോ ജാമ്യത്തിന്മേൽ അവയുടെ മതിപ്പുവിലയുടെ ൭൫ ശതമാനംവരുന്ന തുക അംഗങ്ങൾക്ക് വായ്പയായി കൊടുക്കാവുന്നതാണ്. അങ്ങനെ വായ്പയായി വാങ്ങുന്ന സംഖ്യ വായ്പക്കാരന്റെ സൌകര്യമനുസരിച്ച് തവണകളായി വാങ്ങാവുന്നതാണ്. ഓരോ തവണയുടെയും തീയതിമുതൽ ആ തവണസംഖ്യക്കുമാത്രം പലിശ ചുമത്തുന്നതായിരിക്കും. ഇങ്ങനെ ജാമ്യമായി നൽകുന്ന സാധനങ്ങളെ കമ്മററിക്കാർ ഉടനെ കൈവശപ്പെടുത്തേണ്ടതാണ്. സാദ്ധ്യമാകുന്നിടത്തെല്ലാം പണയപ്പെടുത്തിയിട്ടുള്ള സാധനങ്ങളെ വായ്പക്കാരന്റെ കൈവശത്തുനിന്നും മാററി ഭദ്രമായി സൂക്ഷിക്കുന്നതിന് കമ്മററിക്കാർ പ്രത്യേകം ഏർപ്പാടുചെയ്തിരിക്കുന്ന സ്ഥലത്തേക്ക് മാറേറണ്ടതാകുന്നു. അങ്ങിനെ മാററാൻ സാദ്ധ്യമല്ലാത്ത സന്ദർഭത്തിൽ പണയവസ്തു വായ്പക്കാരന്റെ ഉത്തരവാദത്തിന്മേൽ സൂക്ഷിച്ചുകൊള്ളുന്നതിനു അയാളെത്തന്നെ ഏല്പിക്കാവുന്നതാകുന്നു. വായ്പക്കാരന്റെ കൈവശത്തിൽതന്നെ വിട്ടുകൊടുത്തിരിക്കുന്ന പണയവസ്തുവിനു ഏതെങ്കിലും തരത്തിൽ നാശമോ, മോഷമോ സംഭവിക്കുകയാണെങ്കിൽ വായ്പക്കാരൻതന്നെ ഉത്തരവാദിയായിരിക്കും. അങ്ങിനെ വായ്പക്കാരന്റെ കൈവശത്തിൽ സൂക്ഷിക്കുന്നതിനു വിട്ടുകൊടുത്തിട്ടുള്ള പണയവസ്തുക്കൾ സംഘത്തിന്റെ ചട്ടം മുദ്രയുംവച്ച് സൂക്ഷിക്കേണ്ടതും കമ്മററിക്കാർ നിശ്ചിതകാലങ്ങളിൽ അവയെ പരിശോധിക്കേണ്ടതുമാകുന്നു. പണയവസ്തു സൂക്ഷിച്ചിരിക്കുന്ന താഴ് തുറക്കുന്ന അവസരത്തിൽ വായ്പക്കാരനോ, അയാളുടെ പ്രതിനിധിയോ ഉണ്ടായിരിക്കേണ്ടതാണ്. പണയവസ്തു കമ്മററിക്കാരെ ഏല്പിക്കുന്ന അവസരത്തിൽ അവ വിൽക്കുന്നതിനുള്ള സമ്മതം വായ്പക്കാരനിൽനിന്നും വാങ്ങേണ്ടതാകുന്നു. അതിൻപ്രകാരം......... മാർക്കെററുനിലവാരമനുസരിച്ചു പണയവസ്തുക്കൾ കൂട്ടായി വിൽക്കുന്നതിനു കമ്മററിക്കാർക്ക് വേണ്ട ഏർപ്പാടുചെയ്യാവുന്നതാകുന്നു. പണയവസ്തു മെമ്പർക്കുതന്നെ നേരിട്ടു വിൽക്കുകയും

ചെയ്യുമെന്നുള്ളതാണ്. എന്നാൽ വായ്പസംഖ്യ മുഴുവനായി അടച്ചുതീരുന്നതുവരെ വില്പന കമ്മറ്റിമുഖാന്തിരം മാത്രമേ നടത്താവൂ;

ഇങ്ങിനെയുള്ള വായ്പകൾ വായ്പക്കാരന് ലഭിക്കാവുന്ന പരമാവധി വായ്പത്തുകയെ അതിക്രമിക്കുന്നതിനു വിരോധമില്ലാത്തതാകുന്നു.

(ഇ) ഒരുമാസത്തിനകം എടുക്കുന്നതിന് സാധിക്കുന്ന വിളവിന്റെ കൂടുതൽ ജാമ്യത്തിന്മേൽ അംഗങ്ങൾക്ക വായ്പ കൊടുക്കാവുന്നതാകുന്നു. ജാമ്യമായി സ്വീകരിക്കുന്ന വിളവിന്റെ വില സൂക്ഷ്മമായി നിർണ്ണയിച്ചശേഷം അതിന്റെ അമ്പതു ശതമാനംവരെമാത്രം വായ്പയായി കൊടുക്കാവുന്നതുമാകുന്നു. ഈ തരം വായ്പ ആവശ്യമുള്ള അംഗം രണ്ടു ജാമ്യക്കാരോടുകൂടി ഒരു പ്രമാണം സംഘത്തിലേക്കു കൊടുക്കേണ്ടതാണ്. ഈ പ്രമാണം കൂടാതെ മെമ്പറും അയാളുടെ ജാമ്യക്കാരുംകൂടി വിള വക്കുന്ന [illegible] വായ്പതീർക്കുന്നതുവരെ തങ്ങൾ ബാദ്ധ്യസ്ഥരാണെന്നും, ഏതെങ്കിലും കാരണവശാൽ വിളവിന്റെ ഏതെങ്കിലും ഭാഗത്തിനോ, മുഴുവനുമോ നാശനഷ്ടം വിഷയമായെങ്കിലും വായ്പസംഖ്യ കൊടുത്തുതീർക്കാമെന്നും സമ്മതിച്ച് ഒരു ഉടമ്പടി എഴുതിക്കൊടുക്കേണ്ടതാണ്.

വായ്പക്കാരൻ വായ്പസംഖ്യ തവണയായും സ്വീകരിക്കാമെന്നുള്ളതാണ്. തവണയായി സ്വീകരിക്കുന്ന പക്ഷം അതതു മാത്രം അന്നുമുതൽ പലിശ കണക്കാക്കുന്നതാകുന്നു. വായ്പ കൊടുത്തതിനുശേഷം കമ്മറ്റിക്കാർക്ക് വിളവിന്റെ ഗുണവും തൂക്കവും അറിയുന്നതിനുവേണ്ടി വയലിലും, കളത്തിലും പ്രവേശിക്കുന്നതിന് അധികാരമുണ്ടായിരിക്കുന്നതാണ്. കമ്മറ്റിക്കാരുടെ പരിശോധനയ്ക്ക് വായ്പക്കാരൻ എല്ലാ വിധ സൌകര്യങ്ങളും ചെയ്തുകൊടുക്കേണ്ടതാണ്. വയലിൽനിന്നും വിളവുനീക്കിക്കഴിഞ്ഞാൽ ഉടൻതന്നെ അതു വിൽക്കേണ്ടതും അതിൽനിന്നും ഈടാക്കുന്നസംഖ്യ, സംഘത്തിലേക്ക് ഉടൻതന്നെ കൊടുത്തുതീർക്കേണ്ടതുമാണ്. വിളവു എടുത്തുകഴിഞ്ഞാലുടൻ അതു വിൽക്കുവാൻ സാധിച്ചില്ലെങ്കിലും ആ വയിലെ വായ്പയെ മേൽ ആറാം ഖണ്ഡികയിൽ പറഞ്ഞിരിക്കുന്ന വിളവു പണയ വായ്പയായി മാറി വിളവിനെ സംഘത്തിൽ പണയമായി ഏല്പ്പിക്കണം. അങ്ങിനെ മാറിയതിനുശേഷം ജാമ്യക്കാരുടെ ബാദ്ധ്യത നിന്നുപോകുന്നതാണ്. ഈ വായ്പ [illegible] പരമാവധി വായ്പത്തുകയെ അതിക്രമിക്കുന്നതിനു വിരോധമില്ലാത്തതാകുന്നു.

൨൦. (എ) കടംവായ്പ അനുവദിക്കുന്നതിന് സംഘത്തിൽ ഡിപ്പോസിററായി വെച്ച സംഖ്യയെ പണയംകാണിച്ച് വായ്പ ചോദിക്കുന്നവർക്ക് ഒരു പ്രാധാന്യത ഉണ്ടായിരിക്കുന്നതാണ്. ശേഷം എല്ലാ വായ്പകളും അപേക്ഷകൾ ലഭിച്ച കാലക്രമം അനുസരിച്ചു കൊടുക്കേണ്ടതാണ്.

(ബി) സംഘത്തിലേക്ക പണയപ്പെടുത്താൻ നിശ്ചയിക്കുന്ന എല്ലാ സ്ഥാവര വസ്തുക്കളെയും കമ്മറ്റിയിലെ രണ്ടു മെമ്പർമാരെങ്കിലും പരിശോധിക്കയും ആ വസ്തുക്കളുടെ മതിപ്പുവിലയേയും അവയിൽ എന്തെങ്കിലും അവകാശമുണ്ടെന്നു വിചാരിക്കുന്ന ആളുകളെയുംപററി കമ്മറ്റിക്കു റിപ്പോർട്ടുചെയ്കയും ചെയ്യേണ്ടതാകുന്നു. അപ്രകാരം റിപ്പോർട്ടു തയ്യാറാക്കുന്ന കമ്മറ്റിമെമ്പറന്മാർ അതിൽ വല്ല തെററും ചെയ്കയും അതുനിമിത്തം സംഘത്തിനു നഷ്ടം ഉണ്ടാകുകയും ചെയ്യുന്നതായാൽ ആ വക നഷ്ടം റിപ്പോർട്ടു ചെയ്ത കമ്മറ്റിമെമ്പറന്മാരിൽനിന്നും ഈടാക്കുന്നതിനു പൊതുയോഗം [illegible].

(സി) സംഘത്തിലേക്ക പണയംബാദ്ധ്യതപ്പെട്ട എല്ലാ സ്ഥാവരവസ്തുക്കളേയും കൊല്ലത്തിൽ ഒരിക്കൽ എങ്കിലും പരിശോധിക്കുന്നതിനു കമ്മറ്റിക്കാർ ഏർപ്പാടുചെയ്യണം. ആ പരിശോധനയിൽ വസ്തുവിന്റെ വില കുറഞ്ഞുപോയതായി കാണപ്പെട്ടാൽ കൂടുതൽ വസ്തുജാമ്യമോ ആൾജാമ്യമോ ആവശ്യപ്പെടേണ്ടതാണ്.

(ഡി) ഒരു വീടോ മററു കെട്ടിടമോ സംഘത്തിലേക്കു പണയപ്പെടുത്തീട്ടുള്ള ഒരു മെമ്പർ അവയിന്മേൽ വല്ല ഭേദഗതികളും ചെയ്യണമെന്നു ആഗ്രഹിക്കുമ്പോൾ ആ വിവരം അയാൾ കമ്മറ്റിയെ തെര്യപ്പെടുത്തി അപ്രകാരം നടത്തുന്നതിന് അവരുടെ അനുവാദം വാങ്ങിക്കേണ്ടതാകുന്നു; ആ വേലകൾ തീരുന്നതുവരെ വേറെ തക്കതായ ജാമ്യത്തി

ന്ന കമ്മററിക്കാർക്കു ആവശ്യപ്പെടാം. എന്നാൽ ഒരു കെട്ടിടത്തിന്റെ മതിപ്പുവിലയെ കുറക്കത്തക്കതായ യാതൊരു ഭേദഗതികളും ചെയ്യുന്നതിനു കമ്മററിക്കാർക്കു അനുവദിക്കാൻ പാടില്ല

൪൫. ഒരു കടം വായ്പ അടച്ചുതീരുന്നതിനു മുമ്പേ കടംവാങ്ങിയ ആൾ തന്റെ സൗകര്യംപോലെ ആ കടം മുഴുവനുമായോ ഏതാനുമായോ അടയ്ക്കാവുന്നതാണ്. എന്നാൽ ഏതാനുമായി അടച്ചുതീർക്കുന്ന സംഖ്യ മുഴുരൂപാ ആയിരിക്കേണ്ടതാകുന്നു. ഏതാനുമായി അടയ്ക്കുന്ന സംഖ്യ ഒരുമാസം ൧൫-ാംതീയതിക്കോ അതിനുമുമ്പോ അടച്ചിരുന്നാൽ ശേഷം മുതലിനു ൧൬-ാംതീയതിമുതൽ പലിശ കണക്കാക്കുന്നതും ൧൫-ാംനുശേഷമായിരുന്നാൽ അടുത്തമാസം ൧-ാംനു മുതൽ പലിശ കണക്കാക്കുന്നതുമാകുന്നു. ഒരു രൂപായിൽകുറഞ്ഞു കൊണ്ടുവരുന്ന എല്ലാ തുകകളും സംഘം സ്വീകരിച്ചു നിക്ഷേപമായി വച്ചും മുഴുരൂപാ ആയി തികയുമ്പോൾ അയാളുടെ കണക്കിൽ കുറച്ചു മുതൽ വരവുവയ്ക്കുകയും ചെയ്യപ്പെടും.

൪൬. കമ്മററിക്കാർ ഓരോ കടംവായ്പയും വീട്ടേണ്ടതിനുള്ള കാലാവധി ആ കടംവായ്പയുടെ ആവശ്യത്തിനെ അനുസരിച്ചു നിശ്ചയിക്കേണ്ടതാണ്. മെമ്പറുടെ സ്ഥിതിയും കടത്തിന്റെ ഉപയോഗവും പരിഗണിച്ചു വായ്പകൾ ആണ്ടിൽ മൂന്നോ നാലോ ഗഡുക്കൾകൊണ്ടോ മാസത്തവണകളിലായോ മറ്റോ വീട്ടുന്നതിനു കമ്മററിക്കാർക്കു വ്യവസ്ഥചെയ്യാം.

(എ) കടംവാങ്ങുന്ന ആൾക്കു മടക്കി അടയ്ക്കാനുള്ള ത്രാണിയെ നല്ലവണ്ണം ആലോചിച്ചു ഗഡുക്കൾ നിശ്ചയിക്കേണ്ടതാകുന്നു. ഒരു കടം വീട്ടേണ്ടതിനുള്ള കാലാവധിയും ഗഡുക്കളുടെ തുകയും തീയതിയും പ്രമാണത്തിൽ വ്യക്തപ്പെടുത്തി കാണിക്കേണ്ടതാകുന്നു. അങ്ങനെ കാണിക്കുന്നതിൽ അസൽ സംഖ്യയിലെ വല്ല ഗഡുവോ പലിശയോ ശരിയായി അടയ്ക്കേണ്ടുന്ന തീയതിക്കു അടയ്ക്കാതെയിരുന്നാൽ സംഖ്യ മുഴുവനും വസൂൽചെയ്യുന്നതാണെന്നുള്ള നിശ്ചയവുംകൂടി ഉണ്ടായിരിക്കേണ്ടതാണ്.

(ബി) തവണ വീഴ്ചവരുത്തുന്ന ഒരു വായ്പക്കാരനു കുടിശ്ശിക മുഴുവനും അടച്ചുതീർക്കുന്നതുവരെ മെമ്പറുടെ (അവകാശം അതായതു വായ്പ അപേക്ഷിക്കുന്നതിനും വായ്പകളിൽ ജാമ്യംനിൽക്കുന്ന വകയ്ക്കും ഉള്ള അവകാശം) തീരെ നിന്നുപോകുന്നതാകുന്നു.

(സി) വാസ്തവത്തിലുള്ള ബുദ്ധിമുട്ടുകൊണ്ടു കടംവായ്പയുടെ തവണ ശരിയായി അടയ്ക്കാൻ ശേഷിയില്ലാത്ത ഒരു കടം വായ്പക്കാരനു വീഴ്ചവരുത്തുന്ന തീയതിമുതൽ ഒരുമാസത്തിനകം കാലാവധി നീട്ടിക്കിട്ടുന്നതിനു അപേക്ഷിക്കാവുന്നതും കമ്മററിക്കാർക്കു ഓരോ സംഗതിയിലും യുക്തംപോലെ വ്യവസ്ഥകൾചെയ്തു കാലാവധി നീട്ടിക്കൊടുക്കാമെന്നുള്ളതും ആകുന്നു. അവധി നീട്ടിക്കൊടുക്കുന്നപക്ഷം ആ കടംവായ്പ ഒരു കുടിശ്ശികയായിട്ടു വിചാരിക്കുന്നതല്ല. ഇപ്രകാരം അനുവദിക്കുന്ന എല്ലാം സംഗതികൾക്കും യൂണിയന്റെ അനുമതി വാങ്ങേണ്ടതും കൊല്ലത്തിൽ ഒരിക്കലെങ്കിലും രജിസ്ട്രാർ അവർകൾക്കു റിപ്പോർട്ടുചെയ്യേണ്ടതുമാകുന്നു.

(ഡി) മേൽവിവരിച്ചപ്രകാരം അവധി നീട്ടിക്കിട്ടേണ്ടതിനു അപേക്ഷിക്കാതെയും അപേക്ഷിച്ചു കമ്മററിക്കാർ അതു അനുവദിക്കാതെയും ഇരിക്കുമ്പോൾ ആ കടം കണക്കു ഉടൻ അവസാനിപ്പിക്കേണ്ടതാണ്.

(ഇ) വായ്പകൾ വീട്ടേണ്ടതിനുള്ള കാലാവധി നിർണ്ണയിക്കുന്നതിൽ അവയെ സ്വല്പകാലത്തേക്കുള്ള കടങ്ങൾ എന്നും മദ്ധ്യകാലത്തേക്കുള്ള കടങ്ങൾ എന്നും വേർതിരിക്കേണ്ടതാണ്.

സ്വല്പകാലത്തേക്കുള്ള കടങ്ങൾ. സർക്കാർ കരം അടയ്ക്കുന്നതിലേയ്ക്കോ കൃഷിച്ചിലവിലേയ്ക്കോ വിത്തുവാങ്ങുന്നതിലേയ്ക്കോ കൂലിച്ചിലവിലേയ്ക്കോ ഇതുപോലെ മററു താല്ക്കാലികമായ ചിലവിലേയ്ക്കോ കടം ആവശ്യപ്പെടുന്നപക്ഷം ആ കടങ്ങളെ സ്വല്പകാല

ക്കേണ്ടുള്ള കടങ്ങളുമെന്ന തീർച്ചപ്പെടുത്തി അടുത്ത വിളവെടുപ്പിന്റെ വരവിൽനിന്ന പിരിക്കേണ്ടതാകുന്നു. ഈവിധം കടങ്ങൾക്കു നീട്ടിക്കൊടുക്കുന്നതുൾപ്പെടെ കാലാവധി ൧൮ മാസത്തിൽ അധികരിക്കാൻ പാടില്ല.

ദീർഘകാലത്തേക്കുള്ള കടങ്ങൾ. വീട്ടുകൾ പണിയിക്കുന്നതിനും കന്നുകാലിയെ വണ്ടിയോ വള്ളമോ വാങ്ങുന്നതിനും കിണർകുഴിക്കയും ഭൂമി വാങ്ങുകയും ചെയ്യുന്ന മറ്റുകാര്യങ്ങൾക്കും വാങ്ങുന്ന കടങ്ങളെ ദീർഘകാലാവധി കടങ്ങൾ എന്നു നിശ്ചയിക്കേണ്ടതും കടം വാങ്ങുന്ന ആൾക്ക തവണ അടപ്പാനുള്ള ത്രാണിയെ നല്ലവണ്ണം ആലോചിച്ചു ഗഡുക്കളായി ൨ മുതൽ ൩വരെ കൊല്ലങ്ങളിൽ തവണ അടപ്പാൻ കമ്മറ്റിക്കാർക്ക അനുവദിക്കാവുന്നതും ആകുന്നു. ഗഡുക്കൾ നിശ്ചയിക്കുന്നത് കഴിയുന്നിടത്തോളം കൃഷിക ഉല്പന്നങ്ങൾ വിൽക്കുന്ന കാലത്തോടോ അല്ലെങ്കിൽ കടം വാങ്ങുന്ന ആൾക്ക തവണ അടയ്ക്കാൻ സാധിക്കുന്ന കാലത്തോടോ യോജിപ്പിക്കണം. ഈവിധം കടങ്ങൾക്കു നീട്ടിക്കൊടുക്കുന്നതുൾപ്പെടെ കാലാവധി നാല് കൊല്ലത്തിൽ അധികരിക്കാൻ പാടില്ല.

൪൮. ഒരു മെമ്പറൊ മുമ്പു മെമ്പറായിരുന്ന ഒരാളൊ സംഘത്തിലേക്കുകൊടുത്തിട്ടുള്ള ഓഹരിത്തുകയും നിക്ഷേപവും മറ്റുവല്ല സംഖ്യയും ഉണ്ടെങ്കിൽ അവയും ആ മെമ്പറിൽനിന്നൊ അല്ലെങ്കിൽ മെമ്പറായിരുന്ന ആളിൽനിന്നൊ വല്ലതുകയും സംഘത്തിലേക്കു ഈടാകുന്നുണ്ടെങ്കിൽ ആ തുകയ്ക്കു ചേർച്ച ഉണ്ടായിരിക്കും. മെമ്പറൊ അല്ലെങ്കിൽ മെമ്പറായിരുന്ന ആളൊ അടച്ച ഓഹരിത്തുകയുടെയും നിക്ഷേപത്തിന്റെയും മറ്റു വല്ല സംഖ്യ ഉണ്ടെങ്കിൽ അതിന്റെയും ഏതെങ്കിലും ഒരു ഭാഗമൊ മുഴുവനുമൊ സംഘത്തിലേക്കു അയാളിൽനിന്നും ഈടാകേണ്ടുന്ന തുകയ്ക്കു പിടിച്ചുവെക്കുന്നതിന്ന സംഘത്തിന്ന സ്വാതന്ത്ര്യമുണ്ടായിരിക്കും.

൪൯. ഒരു മെമ്പർ സംഘത്തിലേക്കു കൊടുക്കേണ്ടതായ തുകയ്ക്കു വല്ല സംഖ്യയും അടയ്ക്കുമ്പോൾ ആയതു താഴെ കാണിക്കുന്നപ്രകാരം കണക്കിൽ കൊള്ളിക്കേണ്ടതാണ്.

ഒന്നാമതായി അയാൾ കൊടുപ്പാനുള്ള ഫീസ്, അഞ്ചൽച്ചെലവ്, രജിസ്റ്റർ ചെലവ് മറ്റു പലതരം ചെലവുകളിലേക്കു.

രണ്ടാമതായി അയാൾ അടപ്പാനുള്ള പലിശബാക്കിയിലേക്കു.

മൂന്നാമതായി വായ്പ മുതലിലേക്കു.

നാലാമതായി ഓഹരി തവണകളിലേക്കു.

നോട്ട്:—സംഘത്തിന്റെ അഭിപ്രായമുള്ളപക്ഷം രജിസ്ത്രാർ അവർകളുടെ അനുമതിയോടുകൂടി താഴെ പറയുന്ന നിബന്ധന ഇതിനുപകരം സ്വീകരിക്കാം.

ഒരു മെമ്പർ സംഘത്തിലേക്കു കൊടുക്കേണ്ടതായ തുകയ്ക്കു വല്ല സംഖ്യയും അടയ്ക്കുമ്പോൾ ആദ്യമായി അയാളിൽനിന്നും ഈടാകേണ്ടുന്ന ഫീസ്, രജിസ്റ്റർചെലവു മറ്റു പലതരം ചെലവുകളിലേക്കോ ബാക്കിയുള്ള മുതലിലും പലിശയിലും സമാനുപാതമായി വരവുവെക്കേണ്ടതുമാകുന്നു. എന്നാൽ ഈപ്രകാരം വരവുവെക്കുന്നതു എപ്പോഴും മുതലിൽ മുഴുത്തുകയായിരിക്കേണ്ടതും പലിശയിൽ ഒരിക്കലും അഡ്വാൻസ് പലിശയായിരിക്കാൻ പാടില്ലാത്തതുമാകുന്നു. വായ്പ മുതൽ നിഃശ്ശേഷം അടയ്ക്കുന്നതോടുകൂടി പലിശ ബാക്കിയും വസൂൽ ചെയ്തിരിക്കേണ്ടതാണ്.

൫൦. ഒരു കടംവായ്പ ദുരുപയോഗപ്പെടുത്തിയിരിക്കുന്നു എന്ന സംഗതിയാൽ കമ്മറ്റിക്കാർ ൪൭-ാം നിബന്ധനപ്രകാരം ആ കടംവായ്പയെ ദുർബലപ്പെടുത്തിയാൽ ആ കടംവായ്പ ഉടനെ അവസാനിപ്പിക്കണം. ഇതുപ്രകാരമോ അല്ലെങ്കിൽ ൪൧-ാം നിബന്ധനപ്രകാരമൊ ഒരു കണക്ക അവസാനിപ്പിച്ചാൽ ആ വിവരത്തേയും കണക്ക അവസാനിപ്പിക്കുന്ന തീയതിവരെയുള്ള പലിശയുൾപ്പെടെ അയാളുടെ പേരിൽ ബാക്കി നില്ക്കുന്ന സംഖ്യയെപ്പറ്റിയും കമ്മറ്റിക്കാർ കടംവായ്പ വാങ്ങിയ ആൾക്കും അയാളുടെ ജാമ്യക്കാർക്കു

ർനോട്ടീസുകൊടുക്കയും വേണം. വായ്പക്കാരനിൽനിന്നു വരാനുള്ള സംഖ്യ വസൂൽചെയ്യേണ്ടതിനായി ഉടനെ ഏർപ്പാടുചെയ്യേണ്ടതാകുന്നു.

൧൧. ജാമ്യംനിന്ന ഒരാൾ മരിച്ചുപോകയോ അല്ലെങ്കിൽ ൪, ൮ ഈ നിബന്ധനകൾപ്രകാരം മെമ്പർസ്ഥാനം നിന്നുപോകയൊ തന്നിമിത്തം അയാളുടെ പേർ മെമ്പറന്മാരുടെ പട്ടികയിൽനിന്നും നീക്കംചെയ്യുകയൊ ചെയ്താൽ കമ്മററിക്കാർ കടംവാങ്ങിയ ആളിനോടു ഉടൻതന്നെ നാളതുപടിവരെ സഹിതം മുതൽ തിരികെ വീട്ടുന്നതിനോ അല്ലെങ്കിൽ ഒരു പുതിയ ജാമ്യക്കാരനെ ഹാജരാക്കുന്നതിനൊ ആവശ്യപ്പെടേണ്ടതാണ്. പുതിയ ജാമ്യംകൊണ്ടുവരാതിരിക്കയൊ കമ്മററി നിശ്ചയിക്കുന്ന അവധിക്കുള്ളിൽ കടം വായ്പ മടക്കി അടയ്ക്കാൻ വേണ്ടുന്ന ഏർപ്പാടുചെയ്യാതിരിക്കയൊ ഏതൊരുവസ്തു ഈടിന്മേൽ സംഘത്തിൽനിന്നും കടം എടുത്തിട്ടുള്ള ഒരു മെമ്പർ ആ വസ്തുവിനെ ഈടുവെച്ചു വേറെ കടംവാങ്ങുകയൊ കമ്മററിയുടെ അനുവാദംകൂടാതെ അതിനെ വിൽക്കുകയൊ ചെയ്യുന്നപക്ഷം അയാളുടെ കടംവായ്പകണക്കിനെ ഉടൻതന്നെ അവസാനിപ്പിക്കേണ്ടതും ൧൦-ാം നിബന്ധനയിൽ പറഞ്ഞപ്രകാരം പ്രവൃത്തിക്കേണ്ടതുമാകുന്നു.

൧൨. ഒരു മെമ്പർക്കു മെമ്പർസ്ഥാനത്തിനുള്ള യോഗ്യത എപ്പോഴെങ്കിലും പൊയ്പ്പോകയും തന്നിമിത്തം അയാളുടെ പേരു ൪-ാമത്തേതൊ ൮-ാമത്തേയോ നിബന്ധനപ്രകാരം മെമ്പർമാരുടെ പട്ടികയിൽനിന്നും നീക്കംചെയ്യേണ്ടിവരികയോ അല്ലെങ്കിൽ ൩൩-ാം നിബന്ധനപ്രകാരം ഒരു മെമ്പറെ തള്ളിക്കളയേണ്ടിവരികയോ ചെയ്താൽ അങ്ങനെയുള്ള മെമ്പർ സംഘത്തിലേക്കു വല്ലകടംവായ്പയും കൊടുപ്പാനുണ്ടെങ്കിൽ ആ കടംവായ്പക്കു അനുവദിച്ച അവധിനോക്കാതെ കടംവായ്പ കണക്കു ഉടനെ അവസാനിപ്പിക്കേണ്ടതും അയാളുടെപേരിൽ കടംവായ്പ കണക്കു അവസാനിപ്പിച്ച തീയതിക്കു ബാക്കികാണുന്ന പലിശയുൾപ്പെടെയുള്ള സംഖ്യ പിരിയേണ്ട വഴികൾ നോക്കേണ്ടതും ആകുന്നു.

## കൃഷി ആവശ്യങ്ങൾക്കുള്ള കൂട്ടുകടംവായ്പ

൧൩. അഞ്ചോ അതിലധികമൊ മെമ്പർമാരുടെ (അതതുസമയങ്ങളിൽ തീർച്ചപ്പെടുത്തുന്ന ഫാറത്തിൽ എഴുതിത്തരുന്ന) അപേക്ഷപ്രകാരം കമ്മററിക്കു അപ്രകാരം അപേക്ഷിക്കുന്ന മെമ്പർമാർക്കു വളം, വിത്തു മുതലായവ വാങ്ങുന്നതിനും മററുകൃഷി ആവശ്യങ്ങൾക്കുമായി അപ്പഴപ്പോൾ കമ്മററിക്കാർ ഉണ്ടാക്കുന്ന ചട്ടങ്ങൾ അനുസരിച്ചു ഒരു കൂട്ടായ കടംവായ്പ അനുവദിക്കാവുന്നതാണ്.

എന്നാൽ:—

(൧) കൂട്ടായ ഒരു കടംവായ്പ വാങ്ങുന്നതിൽ ൫-ൽ കുറയാതെയും ൨൦-ൽ അധികമാകാതെയും എണ്ണം മെമ്പറന്മാർ ഉണ്ടായിരിക്കണം.

(൨) ഒരു കൂട്ടായ കടംവായ്പയുടെ കാലം ൧൮ മാസത്തിൽ അധികരിപ്പാൻ പാടുള്ളതല്ല.

(൩) ഒരു കൂട്ടായ കടംവായ്പയുടെ തുകകളുടെ ൧,൦൦൦ രൂപയിൽ അധികരിച്ചുകൂടാത്തതാണ്. എന്നാൽ അപേക്ഷിക്കുന്ന മെമ്പറന്മാരുടെ ഓരോ ഓഹരിക്കുമുള്ള വിലസംഖ്യയുടെ പത്തിരട്ടിയിൽ അധികരിച്ച സംഖ്യ കൊടുക്കുന്നതല്ല.

(൪) കൂട്ടായി കടംവായ്പ വാങ്ങുന്ന ഓരോരുത്തനും അവരവർക്കു ആവശ്യമുള്ള വളം, വിത്തു മുതലായ കൃഷിക്കു ആവശ്യമുള്ള സാധനങ്ങളും എത്രവേണമെന്നും എത്രത്തോളം തുക വിലകൊടുക്കാൻ ഉദ്ദേശമുണ്ടെന്നും അപേക്ഷയിൽ കാണിക്കണം. എന്നുമാത്രമല്ല പൊതുവായി ഉണ്ടാവുന്ന വേറെ ചിലവുകളിൽ കമ്മററി തീർച്ചപ്പെടുത്തുന്ന തോതുപ്രകാരം അടയ്ക്കുവാൻ ആ മെമ്പർ ഏൽക്കുകയുംവേണം.

(൫) കൂട്ടുകടം വായ്പയിലെ മെമ്പറന്മാരിൽ ആരെങ്കിലും അവർ ചെയ്ത നിശ്ചയങ്ങൾപ്രകാരം നടക്കാത്ത ഹേതുവാൽ വല്ലനഷ്ടവും നേരിട്ടാൽ അതിനു അവർ ഓരോരുത്തരായോ കൂട്ടായോ ഉത്തരവാദിയായിരിക്കുന്നതല്ലാതെ സംഘത്തിനു ഒന്നാകെ യാതൊരു ഉത്തരവാദിത്വവും ഇല്ലാതിരിക്കുന്നതും ആണ്.

(ന) ഇങ്ങനെ കൊടുക്കുന്ന കടംവായ്പകളെസംബന്ധിച്ച പൊതുവായ ചട്ടങ്ങൾ അതാതു മെംബർമാർ കടംവായ്പകളും തിരിച്ചടയ്ക്കുന്ന [illegible] കഴിയുന്നേടത്തോളം സംബന്ധിച്ചിരിക്കും. അതിന്മേൽ കൊടുക്കുന്ന [illegible] കൂട്ടായ കടംവായ്പ കൊടുക്കേണ്ടതിനു സംഘം ഏതു വീഴ്ചയിലും കടംവാങ്ങുന്നവർ അതു തിരിച്ചു മുതൽക്കു കൊടുക്കേണ്ടതും ആണ്.

(പ) സാമാന്യമായി വിശ്വസ്തരായി അതു വീതിച്ചുകൊടുക്കുന്നതു ഒരു സബ് കമ്മററി മുഖാന്തരമാണ്. സബ്കമ്മററിയിൽ സംഘത്തിന്റെ കമ്മററിയിലെ ഒരു മെമ്പറും കൂട്ടായി കടംവായ്പ വാങ്ങുന്നവർ അവരുടെ ഇടയിൽനിന്നും തിരഞ്ഞെടുക്കുന്ന ഒരു മെമ്പറും ഉണ്ടായിരിക്കുന്നതാണ്.

(ഫ) സബ്കമ്മററിയിലെ മെമ്പറന്മാർ തമ്മിൽ അഭിപ്രായവ്യത്യാസങ്ങൾ വരുമ്പോൾ ആ സംഗതികളിൽ കമ്മററിക്കാരുടെ തീർപ്പ് അന്തിമമായിത്തീർപ്പാകുന്നതാണ്.

(ബ) കമ്മററിക്കാരുടെ സമ്മതത്തോടുകൂടി സബ്കമ്മററിക്ക് കമ്മററിക്കാർ അനുവദിച്ച കൂട്ടുകടംവായ്പയോടു, കൂട്ടുകടംവായ്പയിലെ മെമ്പറന്മാരുടെ പക്കൽനിന്നു ഒരു പലിശസംഖ്യ പിരിച്ചെടുക്കാൻ അധികാരമുള്ളതാണ്. എന്നാൽ അങ്ങനെ വാങ്ങിയ സാധനങ്ങളിന്മേൽ കൂട്ടായി അനുവദിച്ചകടം സംഖ്യയുടെ [illegible] അതിന്റെ വല്ലതൽക്കാലികമായ ചിലവുണ്ടായിട്ടുണ്ടെങ്കിൽ ആ സംഖ്യയുമുൾപ്പെടെ സംഘത്തിനു ഒരു മുന്നറിയിപ്പുണ്ടായിരിക്കുന്നതാണ്.

(ഭ) കൂട്ടുകടം വായ്പയിലെ ഓരോരുത്തരും വായ്പ എടുത്തിട്ടുള്ള വിളകൾ ഉദ്ദേശിക്കുന്നപോലെ ആ വിളവുമുഴുവൻ കൂട്ടത്തിൽ കാര്യമായിരിക്കത്തക്കവണ്ണം സംഘത്തിൽ മുൻകൂറായി പണയപ്പെടുത്തേണ്ടതാണ്. ഈ വിളവ് [illegible] കാപ്പിൽ [illegible] സബ്കമ്മററിക്കാരുടെ മുന്നനുമതികൂടാതെ കൊയ്തുകൂടാത്തതാകുന്നു. സംഘത്തിലെ കമ്മററി അംഗങ്ങളോ, (ക)-ാം ഉപവകുപ്പിൻപ്രകാരമുള്ള സബ്കമ്മററി അംഗങ്ങളോ, യൂണിയൻ മാനേജരോ താലൂക്കോ, അവർ അധികാരപ്പെടുത്തുന്ന മററു വല്ലവരുമോ, വസ്തുവിൽ പ്രവേശിക്കുന്നതിനും വിളവു പരിശോധിക്കുന്നതിനും കളത്തിൽ പ്രവേശിച്ചു ധാന്യം പരിശോധിക്കുന്നതിനും അധികാരമുണ്ടായിരിക്കുന്നതാണ്. വായ്പക്കാരൻ ഈ പരിശോധനകൾക്കു വേണ്ട സഹകരണം നൽകേണ്ടതാണ്. വായ്പക്കാരന്റെ കൊയ്ത്തിനുമുമ്പു ഏതവസരത്തിലും വായ്പ കൊടുത്തുതീർക്കാവുന്നതും അതോടുകൂടി അയാളുടെ വിളവിനെ സംബന്ധിച്ച ബാദ്ധ്യതകൾ അവസാനിക്കുന്നതുമാകുന്നു.

(മ) ഈ ഉപവകുപ്പിൻപ്രകാരം കൊടുത്ത വായ്പയെ ൭൮-ാം നിബന്ധനയിലെ വായ്പ പരമാവധി വ്യവസ്ഥകൾ ബാധിക്കുന്നതല്ല.

### കൂട്ടായി വിശ്വസ്തവാങ്ങലും വില്പനയും.

൭൪. (ക) മെമ്പർമാരുടെ കൃഷിആവശ്യത്തിനും വീട്ടുവക ആവശ്യത്തിനും മററു വേറെ ആവശ്യങ്ങൾക്കും ഉള്ളതായി സാമാനങ്ങൾ ഒന്നായി കമ്മററിക്കാർക്ക് വിശ്വസ്തവാങ്ങാവുന്നതാണ്. എന്നാൽ അങ്ങനെ വാങ്ങുന്നകാര്യത്തിൽ സംഘം ഒരു ഏജന്റായി നിൽക്കുന്നതല്ലാതെ മുൻകൂട്ടി വല്ല നഷ്ടവും ഉണ്ടായാൽ അതിനു ഉത്തരവാദിയാകുന്നതല്ല. ഒരാക്കം പണംകൊടുപ്പാൻ കഴിയുന്നവർക്കു അല്ലെങ്കിൽ ആ ആവശ്യത്തിനു സംഘത്തിൽനിന്നും ഒരു കടം അനുവദിച്ചുകിട്ടാൻ ഇടയുള്ളവർക്കു ആവശ്യമായ സാധനങ്ങൾ മാത്രമേ വിശ്വസ്തവാങ്ങാൻ പാടുള്ളു. ഈ ഇടപാടുകളെസംബന്ധിച്ച കണക്കുകൾ രജിസ്ട്രാർ അവർകൾ തീർച്ചപ്പെടുത്തുന്ന ഫാറങ്ങളിൽ എഴുതിവരേണ്ടതാകുന്നു. ഇപ്രകാരം വിലക്കവാങ്ങുന്നതിനെസംബന്ധിച്ച ഉപനിബന്ധനകൾ രജിസ്ട്രാർ അവർകളുടെ സമ്മതത്തോടുകൂടെ കമ്മററിക്കാർക്ക് ഉണ്ടാക്കാവുന്നതാണ്.

(൨) ഏതൊരു മെംബരുടെയും അപേക്ഷപ്രകാരം അവരുടെ ഉല്പന്നങ്ങളെ കൂട്ടായി വില്പിച്ചുകൊടുപ്പാൻ കമ്മററിക്കാക്ക് അധികാരമുള്ളതാകുന്നു. എന്നാൽ അങ്ങനെ വില്പിക്കാൻ ഏല്ക്കുന്നതിൽ മെംബർമാരുടെ ഒരു ഏജൻറായി മാത്രം നിൽക്കുന്നതും ഇടപാടിൽ ഉണ്ടാകുന്ന നഷ്ടങ്ങൾക്കു ബാദ്ധ്യത ഇല്ലാതിരിക്കുന്നതും ആകുന്നു.

### ലാഭം.

൫൭. (൧) രജിസ്ത്രാർ അവർകൾ കൊല്ലന്തോറും അനുവദിച്ചു പരസ്യമാക്കിയ പ്രകാരമുള്ള ലാഭത്തിന്റെ ഇരുപത്തഞ്ചുശതമാനം സംഘത്തിന്റെ കരുതൽധനമായി നീക്കിവയ്ക്കേണ്ടതാകുന്നു.

(൨) ലാഭത്തിന്റെ നാലിലൊന്നു മേൽവ്യവസ്ഥപോലെ കരുതൽ ധനത്തോടു ചേർത്തതിനുശേഷം ലാഭത്തിന്റെ ഏഴരശതമാനത്തിൽ കവിയാതെയുള്ള ഒരു തുക ൧൦൯൨—ാമാണ്ടത്തെ ൨-ാം ആക്ടിൽ ൨-ാം വകുപ്പിൽ വിവരിച്ചിട്ടുള്ളതും ധർമ്മവിഷയമായുള്ളതുമായ ഒരു പൊതുജനോപകാരത്തിലേയ്ക്കായി പൊതുയോഗനിശ്ചയപ്രകാരം നീക്കിവയ്ക്കാവുന്നതാണ്.

(൩) ബാക്കി ലാഭത്തിൽനിന്നു പൂർത്തിയായി അടച്ചുതീർത്തിട്ടുള്ള ഓരോ ഓഹരിക്കും അവയുടെ ൰/ ശതമാനത്തിൽ (അതേയുള്ളൂ) കവിയാതെ ലാഭപങ്കായി വീതിക്കാവുന്നതാകുന്നു.

(൪) വീതിക്കാതെ ലാഭത്തിൽ ബാക്കിയുള്ള സംഖ്യ കരുതൽധനത്തിലേയ്ക്കു ചേർക്കണം.

നോട്ട്:— ഏതെങ്കിലും ഒരുകൊല്ലം റായ്പമുതലിലെ കുടിശ്ശിഖ ൧൫ ശതമാനത്തിൽ കവിയുന്നതായാൽ ൫൭-ാം നിബന്ധനയിൽ എന്തുതന്നെ വ്യവസ്ഥചെയ്തിരുന്നാലും ലാഭം മുഴുവൻ കരുതൽധനത്തിലേയ്ക്കു ചേർക്കേണ്ടതാണ്.

### കരുതൽധനം.

൫൮. (൧) രജിസ്ത്രാർ അവർകൾ നിർണ്ണയിക്കുന്ന പ്രകാരം കരുതൽധനത്തെ ഉറപ്പിക്കേണ്ടതാകുന്നു. അതു മുതൽ ഒന്നായി നിൽക്കേണ്ടതും പിരിച്ചുകൂടാത്തതുമാണ്. അതു സംഘത്തിനു പൊതുവായുള്ളതും വിചാരിക്കാതെ നേരിടുന്ന നഷ്ടങ്ങൾ തീർപ്പാനായി ഉദ്ദേശിക്കപ്പെട്ടിട്ടുള്ളതും ആകുന്നു. യാതൊരു മെംബർക്കും അതിൽ ഒരു പ്രത്യേക ഓഹരിക്കു അവകാശം പറഞ്ഞുകൂടാവുന്നതല്ല. രജിസ്ത്രാർ അവർകളുടെ പ്രത്യേക അനുവാദത്തോടുകൂടി അവിചാരിതമായിവരുന്ന നഷ്ടങ്ങൾ പരിഹരിക്കുന്നതിനായി അതു ഉപയോഗിക്കാമെന്നുള്ളതാണ്.

(൨) ഒരു സംഘം പിരിയുമ്പോൾ അതിലെ കരുതൽധനം സ്ഥലത്തിന്റെ മററു ഫണ്ടുകളോടുചേർത്തു ലിക്വിഡേറ്റർ താഴെപറയുന്നവിധം ഉപയോഗപ്പെടുത്തേണ്ടതാണ്.

i സംഘത്തിന്റെ ബാദ്ധ്യത് കൊടുക്കുന്നതിൽ സംഘാംഗങ്ങളിൽ ഓരോരുത്തരുടെയും ബാദ്ധ്യത ഈടാക്കിയതിനുശേഷം ബാക്കിയുള്ളതു കൊടുത്തുതീർക്കുന്നതിനും,

ii അടച്ചിട്ടുള്ള ഓഹരി മൂലധനം തിരിച്ചുകൊടുക്കുന്നതിനും,

iii അപ്രകാരമുള്ള ഓഹരി മൂലധനത്തിനുമേലുള്ള ലാഭപങ്ക് കൊടുക്കാത്ത കാലത്തേയ്ക്കോ കാലങ്ങളിലേയ്ക്കോ ആണ്ടേയ്ക്ക് ൧൦൦-നു ൰ ശതമാനത്തിൽ കവിയാതെ ലാഭപങ്ക് കൊടുക്കുന്നതിനും,

(൩) ൨-ാം ഉപഖണ്ഡപ്രകാരം ഈ ഫണ്ടുകളിൽനിന്നു കൊടുത്തതിനുശേഷം ബാക്കിയുള്ള തുക പൊതുഅംഗങ്ങൾ തീർച്ചപ്പെടുത്തുന്നതും രജിസ്ത്രാർ അവർകൾ അനുവദിക്കുന്നതും ആയ പൊതുഗുണത്തിനായുള്ള തദ്ദേശകാര്യങ്ങൾക്കായി ഉപയോഗപ്പെടുത്തേണ്ടതാണ്. സംഘം പിരിഞ്ഞു മൂന്നുമാസത്തിനകം രജിസ്ത്രാർ അവർകൾ അനുവദിക്കുന്നതായ ഒരു ധർമ്മം പൊതുഅംഗങ്ങൾ നിശ്ചയിക്കാത്ത സംഗതിയിൽ ഫണ്ടിന്റെ

മേൽപറഞ്ഞതായ ഏതംശം അടുത്തുള്ള പരസ്പരസഹായസംഘങ്ങളെ സഹായിക്കുന്നതിനു ഉപയോഗപ്പെടുത്തുകയൊ അല്ലെങ്കിൽ അതേപ്രവൃത്തന പരിധിയോടുകൂടി ഒരു പരസ്പര സഹായസംഘം രജിസ്റ്റർചെയ്യുന്നതുവരെ മറെറാരു പരസ്പരസഹായബാങ്കിൽ പലിശയ്ക്കു അല്ലാതെയൊ ഇടുകയൊ ചെയ്യുന്നതിനു രജിസ്ത്രാർ അവർകൾക്കു അധികാരം ഉണ്ടായിരിക്കുന്നതാണ്. മേല്പറഞ്ഞവിധം ഒരു സംഘം സ്ഥാപിതമാകുമ്പോൾ ശേഷിക്കുന്ന അപ്രകാരമുള്ള സംഘത്തിന്റെ കരുതൽധനത്തിൽ മുതൽ ചേർക്കേണ്ടതാകുന്നു.

൨൭. സംഘത്തിൽനിന്നും ഏതെങ്കിലും ഒരു സ്ഥലത്തെ വേർപെടുത്തി ആ സ്ഥലത്തേക്കു പുതിയ ഒരു സംഘം രജിസ്റ്റർചെയ്യുന്നതിനു പൊതുയോഗം തീരുമാനിക്കുകയാണെങ്കിൽ സംഘത്തിന്റെ കരുതൽ ധനത്തിൽനിന്നും ഒരു ഭാഗം ആ പുതിയ സംഘത്തിലേക്കു കൈമാററം ചെയ്യുന്നതിനു ആ പൊതുയോഗം തീരുമാനിക്കേണ്ടതും രജിസ്ത്രാർ അവർകളുടെ അനുവാദത്തോടുകൂടി കൈമാററം ചെയ്യേണ്ടതുമാകുന്നു.

## പലവക.

൨൮. സഹകരണസംഘം രജിസ്ത്രാർ അവർകളുടെ മുൻകൂട്ടിയുള്ള അനുവാദംകൂടാതെ ഒരു നിബന്ധന ഭേദപ്പെടുത്തുകയൊ, മാററുകയൊ, ദുർബലപ്പെടുത്തുകയൊ ഒരു പുതിയ നിബന്ധന ഏർപ്പെടുത്തുകയൊ ചെയ്തുകൂടാവുന്നതല്ല.

൨൯. സംഘത്തിനും അതിലെ മെമ്പർമാർക്കും തമ്മിൽ തക്കങ്ങൾ ഉണ്ടാകുന്നതായാൽ അതിനെപ്പററി സംഘംരജിസ്ത്രാർ അവർകൾക്കു റിപ്പോർട്ടു ചെയ്യേണ്ടതും അതിന്മേൽ അദ്ദേഹത്തിന്റെ തീർപ്പു അവസാനതീർപ്പായിരിക്കുന്നതും ആകുന്നു. അതുകൂടാതെ വല്ല ചട്ടത്തെയൊ അതിലെ വല്ല വകുപ്പിനേയൊ വ്യാഖ്യാനിക്കുന്ന കാര്യത്തിൽ വല്ല സംശയവും ഉണ്ടാകുമ്പോൾ ആ കാര്യത്തിൽ രജിസ്ത്രാർ അവർകളുടെ തീർപ്പു അവസാന തീർപ്പായിരിക്കുന്നതാകുന്നു.

൩൦. ആണ്ടുതോറും മിഥുനമാസം ൧൫-ാനു-ക്കുള്ളിൽ

(൧) കഴിഞ്ഞകൊല്ലത്തെ വരവു ചിലവു കാണിക്കുന്ന ഒരു കണക്കും,

(൨) ആ കൊല്ലം ഒടുവിലത്തെ തീയതിക്കു ഇരിപ്പുള്ള മുതലുകളും നിൽപുകടങ്ങളും കാണിക്കുന്ന ഒരു കണക്കും,

(൩) ആ കൊല്ലത്തെ ലാഭനഷ്ടങ്ങളെ കാണിക്കുന്ന ഒരു കണക്കും രജിസ്ത്രാർ ആവശ്യപ്പെടുന്ന മററു കണക്കുകളും സംഘത്തിൽനിന്നും തയ്യാറാക്കി രജിസ്ത്രാർ അവർകൾക്കു അയക്കേണ്ടതാകുന്നു. രജിസ്ത്രാർ അവർകൾ അവയെ പരിശോധിച്ചു തന്റെ ആഡിററു സർട്ടിഫിക്കററു കൊടുത്തതിനുശേഷം രജിസ്ത്രാർ അവർകൾ നിശ്ചയിക്കുന്ന വിധത്തിൽ സംഘം ആ കണക്കുകൾ പ്രസിദ്ധപ്പെടുത്തുകയും വേണം.

൩൧. (i) സംഘത്തിന്റെ പ്രവൃത്തിസംബന്ധിച്ചു

(എ) അംശങ്ങൾ തമ്മിലോ മുമ്പു അംശങ്ങളായിരുന്നവർ തമ്മിലോ, അംശങ്ങളോ മുമ്പു അംശങ്ങളായിരുന്നവരോ മരിച്ച അംശങ്ങളൊ വഴി അവകാശപ്പെടുന്ന ആളുകൾ തമ്മിലോ, അല്ലെങ്കിൽ

(ബി) ഒരംശമോ, മുമ്പു അംശമായിരുന്ന ആളോ അല്ലെങ്കിൽ ഒരംശമോ മുമ്പു അംശമായിരുന്ന ആളോ മരിച്ച അംശമൊ വഴി അവകാശപ്പെടുന്ന ആളും ഒരു ഭാഗവും സംഘവും അതിന്റെ കമ്മിററിയും അല്ലെങ്കിൽ സംഘത്തിലെ മുമ്പു ജോലിക്കാരനായിരുന്നതോ ഇപ്പോൾ ജോലിക്കാരനായതോ ആയ ഏതെങ്കിലും ഉദ്യോഗസ്ഥനൊ, ഏജന്റൊ, ജോലിക്കാരനൊ, ഇവരു തമ്മിലൊ അല്ലെങ്കിൽ,

(സി) സംഘമൊ അതിന്റെ കമ്മിററിയൊ ഇതും സംഘത്തിലെ മുമ്പു ജോലിക്കാരനായിരുന്നതൊ ഇപ്പോൾ ജോലിക്കാരനാകുന്നതൊ, ആയ ഏതെങ്കിലും ഉദ്യോഗസ്ഥനൊ, ഏജന്റൊ ജോലിക്കാരനൊ ആയ ആളും തമ്മിലൊ അല്ലെങ്കിൽ,

(ഡി) ; സംഘവും രജിസ്റ്റർചെയ്ത മറെറതെങ്കിലും ഒരു സംഘവും തമ്മിലൊ (സംഘത്തിലെ ശമ്പളം പററുന്ന ഒരു ജീവനക്കാരനെതിരായി സംഘമൊ അതിന്റെ കമ്മിററിയൊ നടത്തുന്ന ക്രമപരിപാലനനടപടി സംബന്ധിച്ച ഒരു തക്കമല്ലാത്ത)

വല്ല തക്കവും ഉണ്ടായാൽ അങ്ങിനെയുള്ള തക്കം തീരുമാനിക്കാൻ. രജിസ്ട്രാർ അവർകൾക്ക് അയച്ചുകൊടുക്കേണ്ടതാകുന്നു.

(൨) അങ്ങനെ അയച്ചുകിട്ടിയാൽ രജിസ്ട്രാർ

(എ) ആ തക്കം താൻതന്നെ തീരുമാനിക്കുകയൊ അല്ലെങ്കിൽ

(ബി) ഗവമ്മെന്റു അധികാരപ്പെടുത്തീട്ടുള്ള വല്ല ആളെക്കൊണ്ടും ആ തക്കം തീരുമാനിക്കാൻ കൈമാററം ചെയ്കയൊ, അല്ലെങ്കിൽ

(സി) നിർണ്ണയിച്ചിട്ടുള്ള ചട്ടങ്ങൾക്കുവിധേയപ്പെട്ടു അതു തീരുമാനിക്കാൻ ഒരു മദ്ധ്യസ്ഥനൊ മദ്ധ്യസ്ഥന്മാർക്ക അയച്ചുകൊടുക്കുകയൊ ചെയ്യാം.

മേൽ വ്യവസ്ഥകളനുസരിച്ച് ചട്ടപ്രകാരം ഉണ്ടാകുന്ന ഒരു തീരുമാനം അവസാനതീരുമാനമായിരിക്കുന്നതും അതിനെ സംഘം ഏതു സിവിൽ കോർട്ടിന്റെ അധികാരതിർത്തിയിൽ പെട്ടിരിക്കുന്നുവൊ ആ കോർട്ടുമുഖാന്തിരമൊ, റെവന്യൂഡിപ്പാർട്ടുമെന്റൊ സഹകരണഡിപ്പാർട്ടുമെന്റൊ മുഖാന്തിരം കരകുടിശ്ശിഖ എന്നപ്രകാരമൊ നടപടി നടത്തുകയും ചെയ്യാവുന്നതാകുന്നു.

൬൨. സംഘംവക മുതൽ മോഷണം പോകയൊ അല്ലെങ്കിൽ മററു വിധത്തിൽ നഷ്ടം വരികയൊ ചെയ്താൽ അതു തിരിച്ചുകിട്ടുന്നതു സാദ്ധ്യമല്ലാതെ വരുന്നപക്ഷം സംഘം കടപ്പെട്ടിരിക്കുന്ന ബാങ്കിന്റെയും രജിസ്ട്രാർ അവർകളുടെയും അനുവാദത്തോടുകൂടി ആ തുക കണക്കിൽ കുറവെഴുതുന്നതിനു പൊതുയോഗത്തിനു തീരുമാനിക്കാവുന്നതാകുന്നു.

൬൩. സംഘത്തിനു ഒരു പൊതുമുദ്ര ഉണ്ടായിരിക്കണം.

൬൪. ഈ നിബന്ധനകൾക്കായി അതിൽപറയുന്ന രൂപാ എന്ന പദം ൨൮ ചക്രം ൨ കാശു വിലയുള്ള ഒരു ബ്രിട്ടീഷ് രൂപാ ആയിരിക്കും.

൬൫. ഒരു മെംബറായി സ്വീകരിക്കപ്പെട്ട ആളു ഈ നിബന്ധനകളുടെ ഒരു പ്രതി സംഘം നിശ്ചയിക്കുന്ന വില കൊടുത്തു വാങ്ങേണ്ടതാണ്.

൬൬. പത്തുരൂപായിൽ കൂടുതലായി സംഘത്തിലുണ്ടായിരിക്കാവുന്ന സകല നീക്കിയിരിപ്പുകളും അപ്പഴപ്പോൾ അഞ്ചൽ സേവിംഗ്സ്ബാങ്കിൽ നിക്ഷേപിക്കേണ്ടതാകുന്നു. ഇപ്രകാരം നിക്ഷേപിക്കാതെ സംഘംവക മുതൽ കൈവശം വച്ചുകൊണ്ടിരുന്നാൽ ആയതു് തിരുവിതാംകൂർ ശിക്ഷാനിയമം അനുസരിച്ചു ഒരു കുററമായിരിക്കുന്നതാണ്.

സഹകരണസംഘം രജിസ്ട്രാർ.

## ൫൮-ാം നമ്പർ നിബന്ധനപ്രകാരം ചെയ്യുന്ന ഭേദഗതികളുടെ സൂചന.

| ൧<br>തുടർച്ച നമ്പർ | ൨<br>പൊതുയോഗ തീയതി | ൩<br>നിബന്ധന നമ്പർ | ൪<br>ഭേദഗതിയുടെ സ്വഭാവം | ൫<br>രജിസ്ട്രാരുടെ അനുവാദം നമ്പർ തീയതി | ൬<br>മിനിട്ടുബുക്കിന്റെ ഏതുവശത്തിൽ ഒട്ടിച്ചു | ൭<br>സിക്രട്ടറിയുടെ അടയാളം |
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അപേക്ഷകന്മാരുടെ വിവരം.

| ൧<br>ക്രമ നമ്പർ | ൨<br>അപേക്ഷകന്റെ പേര് | ൩<br>അച്ഛന്റെയോ അമ്മാവന്റെയോ പേര് | ൪<br>ജാതി | ൫<br>വയസ്സ് | ൬<br>ഓഹരി എണ്ണം | ൭<br>ഒപ്പ് |
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-ാംനമ്പർ

സഹകരണസംഘ (ക്ലിപ്തം)ത്തിന്റെ പ്രത്യേകനിബന്ധനകൾ

൧. -ാംനമ്പർ

സഹകരണസംഘം ൧൧൧൨-ലെ ൫-ാംനമ്പർ ആക്ട്പ്രകാരം ഒരു സഹകരണസംഘമായി രജിസ്റ്റർ ചെയ്യപ്പെട്ടിരിക്കുന്നു.

അതിന്റെ മേൽവിലാസം താലൂക്ക
പകുതി കര
അഞ്ചൽആഫീസ് എന്നായിരിക്കയും ചെയ്യും.

അതിന്റെ പ്രവൃത്തികൾ താലൂക്കിൽ
പകുതിയിൽ
കരകളിൽമാത്രം നടത്തുന്നതാകുന്നു.

എന്നാൽ
പകുതികളിൽ ഉള്ള സ്ഥാവ

ഭൂവസ്തുക്കൾ ജാമ്യമായി സ്വീകരിച്ചു മെമ്പറന്മാർക്കു സംഘത്തിൽനിന്നും കടം കൊടുക്കാമെന്നുള്ളതാകുന്നു.

## സംഘത്തിന്റെ ഉദ്ദേശ്യങ്ങൾ.

൨. (എ) മെമ്പറന്മാർക്കു ഉപയോഗപ്രദങ്ങളായ കാര്യങ്ങൾക്കായി കടംകൊടുക്കുന്നതിനു മെമ്പറന്മാരുടെയും മറ്റുള്ളവരുടെയും പക്കൽനിന്നു ദ്രവ്യം കടംവാങ്ങുക.

(ബി) മെമ്പറന്മാർക്കു കൃഷിയെ സംബന്ധിച്ചും മറ്റു ഗൃഹസംബന്ധമായും ഉള്ള സാധനങ്ങളെ കൂട്ടായി വാങ്ങുന്നതിലും അവരുടെ വിളവുകളെ ഒന്നായി വില്പിച്ചുകൊടുക്കുന്നതിലും ഒരു ഏജന്റിന്റെ നിലയിൽ പ്രവർത്തിക്കുക.

(സി) പണിക്കോപ്പുകൾ, യന്ത്രങ്ങൾ, കന്നുകാലികൾ മുതലായതു വിലയ്ക്കുവാങ്ങി ശേഖരിച്ചു മെമ്പറന്മാർക്കു കൂലിക്കു കൊടുക്കുക.

(ഡി) കൃഷി, കൈത്തൊഴിൽ, നെയ്ത്തു മുതലായവയുടെ അഭിവൃദ്ധിക്കുവേണ്ടി പുതുതായി കണ്ടുപിടിക്കപ്പെട്ടിട്ടുള്ള ഉപകരണങ്ങളുടെ ഗുണത്തെപ്പറ്റി മെമ്പറന്മാരെ പറഞ്ഞുധരിപ്പിച്ചു അവയെ വാങ്ങി ഉപയോഗിച്ചുനോക്കുവാൻ അവരെ ഉത്സാഹിപ്പിക്കുക.

(ഇ) സംഘാംഗങ്ങളുടെ ഇടയിൽ ഉണ്ടാകുന്നതോ ഉണ്ടാകാവുന്നതോ ആയ വ്യവഹാരസംഗതികളെ സംഘത്തിന്റെ മദ്ധ്യസ്ഥതയിൽ രാജിയാക്കി തീർക്കുക.

(എഫ്) മെമ്പറന്മാരുടെ ഇടയിൽ മിതവ്യയത്തെയും സ്വാശ്രയത്തെയും സഹകരിതയേയും സാധാരണയായി പ്രോത്സാഹിപ്പിക്കുക.

ഇവയാകുന്നു

## അംഗങ്ങൾ.

൩. സംഘത്തിന്റെ പൊതുവായ കടങ്ങൾക്കു അംഗങ്ങൾക്കുള്ള ബാദ്ധ്യത അവർ എടുത്തിട്ടുള്ള ഓഹരിയുടെ വിലയ്ക്കുൾപ്പെട്ടു ക്ലിപ്തപ്പെട്ടതായിരിക്കും.

൪. സംഘത്തിന്റെ മൂലധനം ആകെയും ഓരോ ഓഹരിക്കു      ബ്രിട്ടീഷ് രൂപാ വീതം      ഓഹരികളുള്ള      ബ്രിട്ടീഷ് രൂപാ ആയിരിക്കും. ഓരോ ഓഹരിയുടെയും വില സംഖ്യ ഓഹരി എടുക്കുന്നസമയം മുഴുവനമായോ അല്ലാത്തപക്ഷം ഗഡുക്കളായോ അടയ്ക്കേണ്ടതാണ്. ഗഡുക്കളായി അടയ്ക്കുന്നപക്ഷം      രൂപാ ചക്രം ഓഹരി എടുക്കുന്ന സമയത്തും ബാക്കി സംഖ്യ അടുത്തമാസംമുതൽ മാസം ഒന്നിനു      രൂപാ      ചക്രംവീതം അതതുമാസം ഏഴാംതീയതിക്കോ അതിനുമുമ്പായോ അടയ്ക്കേണ്ടതാകുന്നു. ഗഡുക്കളായി അടയ്ക്കാൻ തീർച്ചപ്പെടുത്തുന്നപക്ഷം ഒരു അംഗത്തിന്റെ ബാക്കിസംഖ്യ മുഴുവനുമോ അല്ലെങ്കിൽ അതിന്റെ ഒരു അംശമോ മുൻകൂറായി എപ്പോഴെങ്കിലും അടയ്ക്കാവുന്നതാണ്. ഒരു അംഗം അടയ്ക്കേണ്ട സംഖ്യ അടയ്ക്കാതെ മൂന്നു ഗഡുക്കൾ തുടരെ വീഴ്ചവരുത്തിയാൽ ആ അംഗത്തിനെ സംഘത്തിൽനിന്നും നീക്കാവുന്നതും അയാൾ അതുവരെ അടച്ചിട്ടുള്ള ഓഹരിസംഖ്യയിൽനിന്നും സംഘത്തിലേക്കു അയാളിൽനിന്നും വല്ലതും ഈടാക്കാനുണ്ടെങ്കിൽ അതു തട്ടിക്കഴിച്ചതിന്റെശേഷം ബാക്കി അയാളെ സംഘത്തിൽനിന്നും നീക്കി ആറുമാസം കഴിഞ്ഞ ഉടനെ തിരിച്ചുകൊടുക്കേണ്ടതുമാകുന്നു. ക്ലിപ്തതീയതിയിൽ തവണ അടക്കാതെയിരുന്നാൽ ആ കാരണംകൊണ്ടു ഓഹരിതവണ അടക്കുന്നതുവരെ അയാൾക്കു അംഗത്തിന്റെ സകല അവകാശങ്ങളും തീരെ നിന്നുപോകുന്നതായിരിക്കും.

൫. (എ) ൧൮ വയസ്സു കഴിഞ്ഞിരിക്കുന്നതും സ്വബുദ്ധി ഉണ്ടായിരിക്കുന്നതും ൧-ാമത്തെ പ്രത്യേകനിബന്ധനയിൽ പറഞ്ഞ പ്രദേശത്തു പാർത്തുവരികയും ചെയ്യുന്ന വല്ലയാളും ഒരു മെമ്പറായി ചേരുവാൻ യോഗ്യനായിരിക്കും. ഇങ്ങിനെയാണെങ്കിലും മെമ്പറായി ചേരുവാൻ തനിക്കു അവകാശമുണ്ടെന്നു യാതൊരാൾക്കും നിർബന്ധിക്കാവുന്നതല്ല.

വേറെ ഒരു ധനസഹായപ്രാഥമികസംഘത്തിലെ ഒരു അംഗത്തിനെ ഈ സംഘത്തിൽ അംഗമായിരിക്കാനൊ ചേക്കാനൊ പാടില്ലാത്തതാകുന്നു.

(ബി) ൩-ാം നമ്പർ നിബന്ധനയനുസരിച്ച് ഈ സംഘത്തിലോ മറ്റേതെങ്കിലും സംഘത്തിലോ നിന്നും നീക്കം ചെയ്യപ്പെട്ട യാതൊരാളേയും രണ്ടുകൊല്ലത്തിനകം അംഗമായി ചേക്കാൻ പാടില്ല. എന്നാൽ ചില പ്രത്യേകകാരണങ്ങളിന്മേൽ രജിസ്ട്രാർ അവർകളുടെ അനുവാദത്തോടുകൂടി മേൽപറഞ്ഞ കാലാവധിക്കകം വീണ്ടും അയാളെ അംഗമായി ചേക്കാൻ അനുവദിക്കാവുന്നതാകുന്നു.

(സി) നിർദ്ധനനാണെന്നു സ്ഥാപിക്കപ്പെട്ടകയോ അപ്രകാരം സ്ഥാപിച്ചുകിട്ടാൻ അപേക്ഷിച്ചിരിക്കയോ ചെയ്യുന്ന യാതൊരാളേയും സംഘത്തിൽ അംഗമായി ചേക്കാവുന്നതല്ല. സംഘത്തിലെ ഏതെങ്കിലുമൊരംഗം നിർദ്ധനനാണെന്നു സ്ഥാപിക്കപ്പെടുന്നതിനു അപേക്ഷിച്ചാൽ ആ കാരണംകൊണ്ടുതന്നെ അയാളുടെ മെമ്പർസ്ഥാനം നിന്നുപോകുന്നതാണ്.

൬. സംഘത്തിൽ ചേരുന്നതിനും ഓഹരികൾ കിട്ടേണ്ടതിനും ഉള്ള അപേക്ഷകൾ ആ വകയ്ക്കായി നിശ്ചയിച്ചിട്ടുള്ള ഫാറത്തിൽ എഴുതി സിക്രട്ടറിക്ക് അയക്കേണ്ടതും ആയതു കമ്മിറ്റിക്കാരുടെ തീർച്ചക്കുൾപ്പെട്ടതുമാകുന്നു. കാരണം പറയാതെ അപേക്ഷകളെ തള്ളുന്നതിനുള്ള അധികാരം കമ്മിറ്റിക്കുണ്ടായിരിക്കുന്നതാകുന്നു.

൭. ഓരോ മെമ്പരും കുറഞ്ഞപക്ഷം ഓരോ ഓഹരിയെങ്കിലും എടുക്കേണ്ടതും എന്നാൽ യാതൊരു മെമ്പരും    ഓഹരികളിൽ അധികം എടുക്കാൻ പാടില്ലാത്തതുമാകുന്നു. ഓരോ മെമ്പരും ഓഹരി എടുക്കുന്നസമയം ഓരോ ഓഹരിക്കും    ചക്രംവീതം പ്രവേശനഫീസ് അടയ്ക്കണം. എന്നാൽ    -ന്നുമേൽ    മുതൽക്കുള്ള ഓരോ ഓഹരിക്കും    ചക്രം വീതം പ്രവേശനഫീസു അടയ്ക്കണം.

൮. യാതൊരു മെമ്പരും അയാൾ എടുത്തിട്ടുള്ള ഓഹരികളെ ൫ കൊല്ലത്തിനുള്ളിൽ മടക്കിവാങ്ങുവാൻ അനുവദിക്കുന്നതല്ല. ആ അവധിക്കുശേഷം ഓഹരി മടക്കികിട്ടേണ്ടതിനുള്ള അപേക്ഷ കൊടുത്തതിൽ ആറുമാസത്തിനുശേഷവും, രണ്ടാമതു സംഘത്തിലേക്ക അയാൾ അടയ്ക്കേണ്ട കടംവായ്പകൾ ഒന്നും മടക്കി അടപ്പാൻ ഇല്ലാതിരിക്കയും, മൂന്നാമതു സംഘത്തിന് അയാൾ ജാമ്യമായിനിന്നു വാങ്ങിയ യാതൊരു കടവും അടയ്ക്കേണ്ടതില്ലാതിരിക്കയും ചെയ്യുന്നപക്ഷം കമ്മിറ്റിക്കാരുടെ അനുമതിയോടുകൂടി ഒരു മെമ്പർക്ക ഓഹരി മടക്കിവാങ്ങാവുന്നതാകുന്നു. ഏതെങ്കിലും ഒരു കൊല്ലത്തിൽ ഇപ്രകാരം മടക്കിക്കൊടുക്കുന്ന ആകെ ഓഹരിസംഖ്യ ആ കൊല്ലം ആരംഭത്തിൽ സംഘത്തിലുണ്ടായിരുന്ന ആകെ ഓഹരിമുതലിന്റെ പത്തിലൊന്നിൽ കവിയാതിരിക്കേണ്ടതും എന്നാൽ ഈ പരമാവധി, നിബന്ധന ൯, ൧൦, ൧൧ ഈ നിബന്ധനകളനുസരിച്ചുള്ള ഓഹരി മടക്കിവാങ്ങലിനെ ബാധിക്കുന്നതുമല്ലാ. ഈ നിബന്ധനപ്രകാരം ഒരു മെമ്പർ വിട്ടുപോകുമ്പോൾ അയാൾ യഥാർത്ഥത്തിൽ അടച്ച ഓഹരിസംഖ്യയും അതിന്മേലുള്ള ലാഭവീതം വല്ല സംഖ്യയുമുണ്ടെങ്കിൽ അതും സംഘം മടക്കിക്കൊടുക്കേണ്ടതാണ്.

൯. ൧-ാമത്തെ നിബന്ധനയിൽ വ്യവസ്ഥപ്പെടുത്തിയ അതിർത്തിവിട്ടു താമസമാക്കിയതിനാലൊ വേറെ വല്ല കാരണത്താലൊ ഒരു മെമ്പർക്ക മെമ്പറായിരിപ്പാനുള്ള യോഗ്യത പൊയ്പോകുന്നപക്ഷം അയാളുടെ പേർ മെമ്പറന്മാരുടെ പട്ടികയിൽനിന്നും നീക്കംചെയ്യേണ്ടതും അയാൾ അടച്ചിട്ടുള്ള ഓഹരി സംഖ്യയും ഡിവിഡന്റുവല്ലതും ഉണ്ടെങ്കിൽ അതും കൂടിയതുകയിൽനിന്നു സംഘത്തിലേക്ക് അയാൾ നേരിട്ടോ ജാമ്യമായോ വല്ലതും അടയ്ക്കേണ്ടതുണ്ടെങ്കിൽ അതുകഴിച്ചു ബാക്കിയുള്ളതു ഒരു ന്യായമായ അവധിക്കുള്ളിൽ മടക്കിക്കൊടുക്കേണ്ടതും ആകുന്നു.

൧൦. (൧) ഒരു അംഗം മരിച്ചുപോയാൾ അയാളുടെ മെമ്പർസ്ഥാനം തന്നിമിത്തം നിന്നുപോകുന്നതാകുന്നു.

(൨) എ സംഘത്തിലെ ഓരോ അംഗവും സംഘത്തിലുള്ള തന്റെ ഓഹരിയെയോ അവകാശത്തെയോ തന്റെ മരണശേഷം പിൻതുടരുവാൻ വല്ല ആളെയും പേർപറഞ്ഞു നിയമിക്കാവുന്നതാകുന്നു. അംഗം മരിച്ചുപോകുമ്പോൾ അപ്രകാരം ചെയ്തനിയമനത്തെ സംഘം സാധുവാക്കണം.

എന്നാൽ

(i) മരിച്ചുപോയ മെമ്പർ മേൽപ്രകാരം നിയമിക്കുമ്പോൾ ആ നിയമിച്ച വിവരത്തിനു രണ്ടു സാക്ഷികളുടെ എങ്കിലും മുമ്പാകെവച്ചു പത്രത്തിൽ ആ ആൾ ഒപ്പിട്ടിരിക്കയും ആ സാക്ഷികൾ ആ വിവരത്തിനു അടിയിൽ ഒപ്പിട്ടിരിക്കയും വേണം.

(ii) ആവക നിയമനങ്ങൾ രജിസ്റ്റർചെയ്‌വാനായി സംഘം വെച്ചിരിക്കുന്ന പുസ്തകങ്ങളിൽ ആ നിയമനത്തെ പതിച്ചിരിക്കണം.

(iii) പേർപറഞ്ഞു നിയമിക്കപ്പെട്ട ആൾ സംഘത്തിന്റെ പ്രത്യേകനിബന്ധനയനുസരിച്ചു ഒരു മെമ്പറായി മുമ്പുതന്നെ ചേർക്കപ്പെട്ടിട്ടുണ്ടായിരിക്കയോ അല്ലാത്തപക്ഷം പിന്നെ ചേർക്കപ്പെടുകയോ ചെയ്തിരിക്കണം.

ബി. മരിച്ചുപോയ ഒരു മെമ്പർ അയാളുടെ അവകാശിയായി സംഘത്തിൽ അയാളുടെ ഓഹരിക്കോ മററു സ്വത്തിനോ ആരെയും നിയമിച്ചിട്ടില്ലാത്തപക്ഷം അയാളുടെ പിൻതുടർച്ചാവകാശിക്കോ അല്ലെങ്കിൽ അയാളുടെ അവകാശം നിയമപ്രകാരം സിദ്ധിച്ചിട്ടുള്ള മററു വല്ലവർക്കോ അല്ലെങ്കിൽ മേൽപറഞ്ഞവർ ഒരു മാസത്തിനുള്ളിൽ നിയമിക്കുന്ന മററുവല്ലവർക്കുമോ ഈ അവകാശം ഇരിക്കുന്നതാണ്. എന്നാൽ അങ്ങനെയുള്ള പിൻതുടർച്ചാവകാശിയെയോ നിയമപ്രകാരം അവകാശം സിദ്ധിച്ചിട്ടുള്ള ഒരാളെയോ അല്ലെങ്കിൽ ഇവരാൽ നിയമിക്കപ്പെട്ട വേറെ ഒരാളെയോ [illegible]-ാം പ്രത്യേകനിബന്ധനയിൽ പറഞ്ഞപ്രകാരം കമ്മററിക്കാർ സംഘത്തിലെ ഒരു മെമ്പറായി സ്വീകരിച്ചിരിക്കുകയോ സ്വീകരിക്കുകയോ ചെയ്തിരിക്കണം.

സി. മരിച്ചുപോയ അംഗത്തിന്റെ ഓഹരിക്കോ മററുസ്വത്തുക്കൾക്കോ 'എ' 'ബി' ഈ പിരിവുകളിൽ പറഞ്ഞപ്രകാരം യോഗ്യതയുള്ള അവകാശികൾ ഇല്ലാത്തപക്ഷം അയാളുടെ മരണസമയത്തു അയാൾക്കുള്ള ഓഹരിസംഖ്യയേയും മററ് അയാൾക്കു സംഘത്തിലുള്ള സ്വത്തുക്കളേയും സംഘനിബന്ധനകൾ അനുസരിച്ചു അയാൾ നിയമിച്ച ആൾക്കോ പിൻതുടർച്ചാവകാശിക്കോ അല്ലാത്തപക്ഷം അയാളുടെ അവകാശം നിയമപ്രകാരം സിദ്ധിച്ചിട്ടുള്ള മററു വല്ലവർക്കുമോ കൊടുക്കുന്നതാകുന്നു.

൫൫. (൧) മെമ്പറായിരുന്ന ഒരാൾ മെമ്പർസ്ഥാനം ഒഴിഞ്ഞുപോയ തീയതിക്കു സംഘത്തിനു കൊടുക്കേണ്ടതായ കടങ്ങൾക്കു [illegible]-ാമത്തെ പ്രത്യേകനിബന്ധനയിൽ പറഞ്ഞിടത്തോളമുള്ള അയാളുടെ ബാദ്ധ്യത, ആ തീയതിമുതൽ രണ്ടുസംവത്സരത്തേക്കു നിലനില്ക്കുകയും ചെയ്യും.

(൨) മരിച്ചുപോയ ഒരു അംഗത്തിന്റെ സ്വത്തു് അയാൾ മരിച്ചുപോയപ്പോൾ സംഘത്തിലേക്കുണ്ടായിരുന്ന പൊതുവായ കടത്തിനു അയാളുടെ മരണശേഷം രണ്ടുകൊല്ലത്തേക്കു [illegible]-ാമത്തെ നിബന്ധനയിൽ പറഞ്ഞപ്രകാരം ബാദ്ധ്യതപ്പെട്ടിരിക്കുകയും ചെയ്യും.

൫൬. യാതൊരു അംഗവും കമ്മററിക്കാരുടെ അനുമതികൂടാതെ അയാൾ എടുത്തിട്ടുള്ള ഓഹരിയെയോ, ഓഹരികളെയോ, കൈമാററം ചെയ്യുവാനോ കടത്തിൽപെടുത്തുവാനോ അനുവദിക്കുന്നതല്ല.

൫൭. ഒരു മെമ്പർ തനിക്കുള്ള ഓഹരികളുടെ എണ്ണം [illegible]-ാമത്തെ നിബന്ധനയിൽ പറഞ്ഞിട്ടുള്ള ഓഹരി എന്ന ക്ലിപ്തത്തിൽ കവിയാതിരിക്കുന്നേടത്തോളം കമ്മററിക്കാരുടെ അനുമതിയോടുകൂടി എപ്പോഴെങ്കിലും വർദ്ധിപ്പിക്കാം.

## ഡിപ്പാസിററുകൾ.

൫൧. കമ്മററിക്കാരുടെ യുക്താഭിപ്രായം എപ്പോഴെങ്കിലും മെമ്പർമാരുടെയോ മെമ്പറന്മാരല്ലാത്തവരുടെയോ പക്കൽനിന്നു ഡിപ്പാസിററുകൾ വാങ്ങാവുന്നതാണ്.

൫൨. ഡിപ്പാസിററുകൾ സ്വീകരിക്കുന്നതിൽ മെമ്പറന്മാരല്ലാത്തവരിൽനിന്നുള്ള ഡിപ്പാസിററിനെക്കാൾ മെമ്പറന്മാരിൽനിന്നുള്ള ഡിപ്പാസിററുകൾക്കു പ്രാധാന്യതകൊടുക്കുന്നതാണ്.

൫൩. ഡിപ്പാസിററുകൾ ൬ വിധം ഉണ്ടായിരിക്കുന്നതാണ് (എ) ഫിക്സഡ്, (ബി) റക്കറിങ്ങ്, (സി) സേവിംഗ്സ്, (ഡി) കറൻറ, (ഇ) ഭണ്ഡാരം, (എഫ്) കെട്ടുതെങ്ങു

### (എ) ഫിക്സഡ് ഡിപ്പാസിററ.

ഒരു നിശ്ചിതകാലാവധിക്കു ഒരു നിശ്ചിതപണസംഖ്യ നിക്ഷേപമായി സംഘത്തിൽ വെയ്ക്കുന്നതായാൽ ആയതു് ഒരു ഫിക്സഡ് ഡിപ്പാസിററെന്നോ സ്ഥിരനിക്ഷേപമെന്നോ പറയപ്പെടും. ഒരു ഫിക്സഡ് ഡിപ്പാസിററ് [illegible] രൂപായൊ അതിന്റെ ഗുണനമായ ഒരു തുകയൊ ആറു മാസത്തിൽ കുറയാത്ത ഒരു കാലത്തേയ്ക്കോ, ആയിരിക്കേണ്ടതാകുന്നു. ഫിക്സഡ ഡിപ്പാസിററുകളിന്മേൽ പലിശ സാധാരണമായി കൊല്ലത്തിൽ [illegible] % കവിയാത്ത നിരക്കുകളിൽ കണക്കാക്കണം. ഫിക്സഡ് ഡിപ്പാസിററുകളിന്മേലുള്ള പലിശ ആറു മാസത്തിലൊരിക്കൽ കൊടുക്കേണ്ടതാകുന്നു. ഫിക്സഡ ഡിപ്പാസിററുകളിന്മേലുള്ള പലിശ ആ ഡിപ്പാസിററ എത്രകാലത്തേയ്ക്കു വച്ചിരിക്കുന്നുവോ ആ കാലം കഴിഞ്ഞാൽ നിന്നുപോകുന്നതാകുന്നു. എന്നാൽ ആറു മാസത്തിൽ കുറയാത്ത പിന്നെയും ഒരു കാലത്തേയ്ക്കു ആ ഡിപ്പാസിററ പുതുക്കുവാനുള്ള ആഗ്രഹത്തെപ്പററി എഴുത്തുമൂലമായ അറിയിപ്പു ആദ്യത്തെ അവധികഴിയുന്നതിനുമുമ്പെ സംഘം ആഫീസിൽ കിട്ടിയാൽ അങ്ങിനെ പലിശ നിന്നുപോകുന്നതും അല്ല.

### (ബി) റക്കറിങ്ങ് ഡിപ്പാസിററ്.

റക്കറിങ്ങ് ഡിപ്പാസിററ എന്നതു ൧൨, ൨൪, ൩൬, ൪൮, ൬൦ ഈ മാസക്കാലത്തേയ്ക്കു ഒരു നിശ്ചിതസംഖ്യ ഒരു രൂപായൊ അതിന്റെ ഗുണനമായ ഒരു തുകയൊ ഒരു അംശമൊ മാസാന്തോറും സംഘത്തിലേയ്ക്കു അടയ്ക്കുവാൻ ഏല്ക്കുന്ന ഒരാൾ വെയ്ക്കുന്ന ഒരു നിക്ഷേപമാകുന്നു. ൧൨, ൨൪, ൩൬, ൪൮, ൬൦ ഈ മാസക്കാലത്തേയ്ക്കു പ്രതിമാസം ഓരോ രൂപാ അടയ്ക്കുന്ന ഒരു ഡിപ്പാസിററുകാരനു യഥാക്രമം ൧൨, ൨൪, ൩൬, ൪൮, ൬൦ ഈ മാസങ്ങൾ അവസാനിക്കുന്നതിനു മുമ്പായി രൂ. ൧൨ ച. ൧൧ കാ. ൧൪, രൂ. ൨൫ ച. ൧൪ കാ. ൮, രൂ. ൩൯ ച. ൦ കാ. ൦, രൂ. ൫൩ ച. ൧൪ കാ. ൭, രൂ. ൬൮ ച. ൧൪ കാ. ൯ ക്രമപ്രകാരം കിട്ടുന്നതും ഈ സംഖ്യയിൽ രൂപാ ൧൨, ൨൪, ൩൬, ൪൮, ൬൦ ഇവ അസൽ മുതൽ തിരികെ കെട്ടുന്നതായി കണക്കിൽ ചിലവെഴുതുന്നതും ബാക്കി സംഖ്യ മേൽപ്പറഞ്ഞ സംഖ്യകളിന്മേലുള്ള പലിശയായി കണക്കുവെയ്ക്കുന്നതും ആകുന്നു. മാസംതോറും കൊടുക്കേണ്ടതായ ഡിപ്പാസിററ സംഖ്യ അതതു ഏതു മാസത്തേയ്ക്കുള്ളതോ ആ മാസത്തിന്റെ അവസാനത്തിനുമുമ്പായി അടയ്ക്കേണ്ടതാകുന്നു. ഒരു റക്കറിങ്ങ് ഡിപ്പാസിററർ അയാൾ നാലുമാസക്കാലത്തേയ്ക്കു അടയ്ക്കേണ്ട സംഖ്യ ബാക്കിയാക്കിയാൽ അയാളുടെ ഡിപ്പാസിററുകണക്കു ഉടനെ അവസാനിപ്പിക്കപ്പെടും. എന്നാൽ കുടിശ്ശികയിന്മേൽ കുടിശ്ശിക വരുത്തിയ കാലത്തേക്കു സാധാരണ വായ്പകളുടെ പലിശക്രമത്തിനുള്ള പലിശ ഈടാക്കി ഡിപ്പാസിററുകണക്കു തുടർന്നുകൊണ്ടുപോകുന്നതിനൊ അല്ലെങ്കിൽ ഡിപ്പാസിററ പിൻവലിക്കാതെ ഒരു വർഷത്തിൽ കുറയാതെ എങ്കിലും അടച്ചിട്ടുള്ളപക്ഷം മുൻവിവരിച്ചിട്ടുള്ള പലിശക്രമത്തിന്റെ ൧/൨ ഭാഗത്തിൽ കവിയാത്ത നിരക്കിനുള്ള പലിശസഹിതം ഡിപ്പാസിററർ യഥാർത്ഥത്തിൽ അടച്ച സംഖ്യ മടക്കിക്കൊടുക്കുന്നതിനൊ കമ്മിററിക്കാർക്ക് അധികാരമുണ്ടായിരിക്കുന്നതാകുന്നു. ഈ വക

സംഖ്യ ഡിപ്പാസിററകാരൽനിന്ന സംഘത്തിലേയ്ക്ക് കിട്ടേണ്ട വല്ല സംഖ്യയിലെയ്ക്കും വരവായി പിടിക്കാൻ സംഘത്തിന സ്വാതന്ത്ര്യമുണ്ടായിരിക്കുന്നതുമാകുന്നു. കമ്മററിക്കാരുടെ അനുമതിയോടുകൂടി ഒരു ഡിപ്പാസിററിന്റെ രീതിയെ ഈ നിബന്ധനയിൽ പ്രസ്താവിച്ച വേറെ ഒരു ഡിപ്പാസിററിന്റെ രീതിയായി മാററുവാൻ ഒരു റെക്കറിങ്ങ് ഡിപ്പാസിററകാരനു കഴിവുള്ളതാകുന്നു.

## (സി) സേവിംഗ്സ് ഡിപ്പാസിററ.

(i) ഏതൊരാളെയും സംഘത്തിൽ ഒരു സേവിംഗ്സ് ഡിപ്പാസിററ കണക്കു വയ്ക്കുവാൻ കമ്മററിക്കാർക്കു അനുവദിക്കാം. ഓരോരുത്തരും ചുരുങ്ങിയതു അയാളുടെ കണക്കിൽ ഒരു രൂപായുണ്ടായിരിക്കേണ്ടതും ഒരു കൊല്ലത്തിൽ ഒരു ഡിപ്പാസിററരുടെ പക്കൽ നിന്നു സ്വീകരിക്കാവുന്ന കൂടുതൽ സംഖ്യ ൧൦൦൦ രൂപ ആയിരിക്കുന്നതും യാതൊരു സമയത്തും ഒരു ഡിപ്പാസിററരുടെ വകയായി ൨൦൦൦ രൂപായിൽ അധികരിച്ച സംഖ്യ ഉണ്ടായിക്കൂടാത്തതുമാകുന്നു.

(ii) സേവിങ്ങ്സ് ഡിപ്പാസിററിന്മേൽ പലിശ മാസത്തിൽ ഏതെങ്കിലും ഒരു തീയതിക്കു ബാക്കി നില്പുള്ള ഏററവും ചുരുങ്ങിയ ഡിപ്പാസിററ സംഖ്യയിന്മേൽ മാസത്തിൽ ൨ രൂപയ്ക്കു ൩ കാശുവീതം കണക്കാക്കുന്നതാണ്. ഒരു ഡിപ്പാസിററർ പണം മടക്കി എടുക്കുവാൻ ൩ ദിവസത്തെ നോട്ടീസു സാധാരണയായി കൊടുക്കണം. ഒരാഴ്ചയിൽ അയാൾ ൫൦ രൂപായിൽ അധികം മടക്കി എടുക്കുകൂടാത്തതും ആകുന്നു.

(iii) കമ്മററി നിശ്ചയിക്കുന്ന വില ചുമത്തി ഓരോ പാസ്സുബുക്ക് സേവിങ്ങ്സ് ഡിപ്പാസിററ വയ്ക്കുന്നവർക്കു കൊടുക്കപ്പെടും.

## (ഡി) കറന്റ ഡിപ്പാസിററ.

(i) ഏതൊരാളെയും സംഘത്തിൽ കറന്റ ഡിപ്പാസിററ വയ്ക്കുവാൻ കമ്മററിക്കാർക്ക് അനുവദിക്കാം. കറന്റ ഡിപ്പാസിററിന്മേൽ മാസത്തിൽ ഏതെങ്കിലും ഒരു തീയതിക്കു ബാക്കി നില്പുള്ള ഏററവും ചുരുങ്ങിയ ഡിപ്പാസിററസംഖ്യയിന്മേൽ മാസത്തിൽ രൂപയ്ക്കു ഒരു കാശുപ്രകാരം ഉണ്ടാകുന്ന പലിശ കണക്കാക്കപ്പെടും.

(ii) കമ്മററി നിശ്ചയിക്കുന്ന വില ചുമത്തി ഓരോ പാസ്സുബുക്കു കറന്റ ഡിപ്പാസിററ വയ്ക്കുന്നവർക്കു കൊടുക്കപ്പെടും.

## (ഇ) ഹോംസേഫ് ഡിപ്പാസിററ (ഭണ്ഡാരനിക്ഷേപം).

ഒരു ഹോംസേഫ് ഡിപ്പാസിററ എന്നതു ഒരു ഹോംസേഫിൽ അതായതു ഒരു ഭണ്ഡാരത്തിൽ അല്ലെങ്കിൽ ഒരു കലശത്തിൽ തനിക്കു ചിലവുകഴിച്ചുണ്ടാകുന്ന സംഖ്യ സൌകര്യമുള്ളപ്പോൾ ഇടുവാനും ഈവിധം ഉണ്ടാകുന്ന സംഖ്യ മാസംതോറും ൧൨ മാസക്കാലത്തോളം സംഘത്തിൽ അടപ്പാനും ഏററ ഒരാൾ വയ്ക്കുന്ന നിക്ഷേപമാകുന്നു. ഒരു മാസം ൧൦-ാംനു-ക്കുമുമ്പു അടയ്ക്കുന്ന ഡിപ്പാസിററ സംഖ്യയിന്മേൽ ആ മാസം ആദ്യം മുതൽക്കു പലിശ ഉണ്ടാകുന്നതാണ്. ഈ തീയതിക്കു ശേഷം അടയ്ക്കുന്ന സംഖ്യകളിന്മേൽ അടുത്ത മാസം മുതൽക്കു മാത്രമെ പലിശ ഉണ്ടാകയുള്ളു. പലിശ മാസത്തിൽ ഒരു രൂപായ്ക്കു രണ്ടു കാശുവീതം കണക്കാക്കപ്പെടും. മുതലും മേൽപ്രകാരം ഉണ്ടാകുന്ന പലിശയും ൧൩-ാം മാസത്തിൽ ഡിപ്പാസിററകാരനു മടക്കികൊടുക്കപ്പെടും. തന്നിമിത്തം ൧൨-ാമത്തെ മാസാവസാനത്തിനുശേഷം പലിശ കണക്കാക്കുന്നതല്ല. യാതൊരു സമയത്തും ഒരു രൂപായുടെ അംശത്തിനു പലിശ അനുവദിക്കുന്നതല്ല. എല്ലാ ഹോംസേഫ് ഡിപ്പാസിററർക്കും വിലവാങ്ങാതെ ഓരോ പാസ്സുപുസ്തകം കൊടുക്കുന്നതാണ്. പാസ്സുപുസ്തകവും ഭണ്ഡാരവും ഹാജരാക്കാതെ യാതൊരു വിധത്തിലുള്ള ഇടപാടും ഹോംസേഫ് ഡിപ്പാസിററകണക്കിൽ ചെയ്യുന്നതല്ല. ഒരു പാസ്സുപുസ്തകം കളഞ്ഞുപോയാലും കേടുവന്നാലോ കമ്മററിക്കാരുടെ യുക്തംപോലെയുള്ള ഒരു വില വസൂൽചെയ്തു മററൊന്നു കൊടുക്കുന്നതാണ്. ഡിപ്പാസിററകണക്കിൽ വരവുവയ്ക്കുവാൻ ഡിപ്പാസിററരോ അയാളുടെ ഏജ

ന്റെ മുമ്പാകെ വച്ചു ഭണ്ഡാരം പ്രസിഡന്റൊ സിക്രട്ടറിയൊ തുറക്കുന്നതാകുന്നു തനിക്കു കിട്ടേണ്ടതായ പണം കിട്ടുന്നസമയത്തു പാസ്സുബുക്കു ഡിപ്പാസിററർ സംഘത്തിലേക്കു മടക്കിക്കൊടുക്കേണ്ടതാണ്. ഒരു ഹോംസേഫ് ഡിപ്പാസിററർ തുടർച്ചയായി ൬ മാസക്കാലത്തോളം ഭണ്ഡാരം ഉപയോഗപ്പെടുത്താഞ്ഞാൽ അയാളുടെ കണക്കു ഉടനെ അവസാനിപ്പിക്കുന്നതും പാസ്സുപുസ്തകം മടക്കിവാങ്ങി ഡിപ്പാസിററർ യഥാർത്ഥത്തിൽ അടച്ച സംഖ്യ മടക്കിക്കൊടുക്കുന്നതും ആകുന്നു. ഈവക സംഖ്യമുഴുവനുമൊ ഒരുഭാഗമൊ ഡിപ്പാസിററർ പക്കൽനിന്നും സംഘത്തിലേക്കു വരേണ്ട വല്ലമുതലും ഉണ്ടെങ്കിൽ അതിലേക്കു മുതൽവക്കുന്നതിനു സംഘത്തിനു സ്വാതന്ത്ര്യമുണ്ട്.

### (എഫ്) കെട്ടുതെങ്ങു നിക്ഷേപം

(എ) ഒരു മെംബർക്കൊ, മെംബർ അല്ലാത്ത ഒരാൾക്കൊ തന്റെ പേരിൽ നിക്ഷേപങ്ങൾ സ്വരുക്കൂട്ടുന്നതിനായി കെട്ടുതെങ്ങുനിക്ഷേപക്കണക്കു സംഘത്തിൽ ഏർപ്പെടുന്നതിനു കമ്മററിക്കു് അനുവദിക്കാവുന്നതാണ്.

(ബി) ഓരോ നിക്ഷേപകനും തന്റെ വക ഒന്നോ അധികമോ കായ്ഫലമുള്ള തെങ്ങുകൾ സംഘത്തിലേക്കു കെട്ടുതെങ്ങുനിക്ഷേപത്തിലേക്കായി ഒരു നിശ്ചിതകാലാവധിക്കു വിട്ടുകൊടുക്കേണ്ടതാകുന്നു. അപ്രകാരം ചെയ്തിരിക്കുന്നതായി നിക്ഷേപകൻ സംഘത്തിലേക്കു രേഖപ്പെടുത്തേണ്ടതുമാകുന്നു.

(സി) കെട്ടുതെങ്ങുകളിലെ ആദായങ്ങൾ മാനേജിംഗ് കമ്മിററിയുടെ ആഭിമുഖ്യത്തിൽ നിക്ഷേപകനെയോ ആൾപ്പേരെയോ ബോദ്ധ്യപ്പെടുത്തി സംഘം എടുക്കേണ്ടതും അവയ്ക്കു് അതതുകാലം കമ്മിററിക്കാർ നിശ്ചയിക്കുന്നതോ വിററു ഈടാകുന്നതോ ആയ വില നിക്ഷേപകന്റെ പേരിൽ മുതൽവക്കേണ്ടതും ആണ്. സംഘത്തിലേക്കു വിട്ടുകൊടുക്കപ്പെട്ട തെങ്ങിലെ ആദായത്തിനു യാതൊരുനഷ്ടവും നേരിടാത്തവിധം അതതു നിക്ഷേപകൻതന്നെ സൂക്ഷിക്കേണ്ടതും അതിലേക്കു സംഘത്തിനു യാതൊരു ചുമതലയും ഇല്ലാത്തതുമാകുന്നു.

(ഡി) ഈവക നിക്ഷേപങ്ങൾ ഒരു കൊല്ലത്തിൽ കുറഞ്ഞും അഞ്ചുകൊല്ലത്തിൽ കവിഞ്ഞും ഉള്ള കാലാവധിക്കു അനുവദിക്കുവാൻ പാടില്ലാത്തതും നിശ്ചിതകാലാവധിക്കുള്ളിൽ സംഖ്യ മടങ്ങിവാങ്ങിക്കൂടാത്തതും ആണ്. എന്നാൽ നിക്ഷേപകനു നിക്ഷേപം തുടർന്നുകൊണ്ടുപോകുന്നതിനു നിവൃത്തിയില്ലാതെവരുന്ന സംഗതികളിൽ കമ്മററിക്കാരുടെ യുക്തംപോലെ പലിശകൂടാതെ അസൽസംഖ്യ തിരിച്ചുകൊടുത്തു എപ്പോഴെങ്കിലും കണക്കവസാനിപ്പിക്കാവുന്നതാകുന്നു.

(ഇ) യാതൊരു നിക്ഷേപകനും ന്യായമായ കാരണംകൂടാതെ തന്റെ വക കെട്ടുതെങ്ങുകളുടെ എണ്ണം നിശ്ചിതകാലാവധിക്കുള്ളിൽ കുറക്കുവാൻ അധികാരമില്ലാത്തതും എന്നാൽ ഏതുസമയത്തും അവയുടെ എണ്ണം കമ്മററിയുടെ അനുവാദത്തോടുകൂടി വർദ്ധിപ്പിക്കാവുന്നതുമാകുന്നു. ഏതെങ്കിലും പ്രകൃതിശക്തിയാൽ, വിട്ടുകൊടുത്തിട്ടുള്ള തെങ്ങുകൾക്കു ഹാനിവരുന്നപക്ഷം ക്ലിപ്തകാലത്തേക്കു പകരം തെങ്ങു വിട്ടുകൊടുക്കേണ്ടതാകുന്നു.

(എഫ്) നിക്ഷേപകന്റെ വിസമ്മതമോ ഉപേക്ഷയോ നിമിത്തം തെങ്ങുകളിലെ ആദായമെടുക്കുന്നതിനു കമ്മററിക്കു കഴിയില്ലാതെവന്നാൽ അതേവരെ നിക്ഷേപകന്റെ പേരിൽ മുതൽവന്നിട്ടുള്ള അസൽസംഖ്യമാത്രം (പലിശകൂടാതെ) ആദ്യം നിശ്ചയിച്ച അവധിക്കുശേഷം നിക്ഷേപകനു തിരിച്ചു കൊടുക്കുന്നതായിരിക്കും.

(ജി) ഓരോ നിക്ഷേപകനും തന്റെ പേരിൽ മുതൽവരുന്ന നാളികേരം വില മുതലായവ അപ്പോഴപ്പോൾ കുറിക്കുന്നതിനായി സംഘത്തിൽനിന്നും ഒരു പാസ്സ്ബുക്കു കൊടുക്കുന്നതും ഓരോ ഇടപാടു സമയത്തും നിക്ഷേപകൻ പാസ്സ്ബുക്കു ഹാജരാക്കി കമ്മിററിക്കാരെക്കൊണ്ടു പതിപ്പിച്ചു ഒപ്പിടുവിച്ചുവാങ്ങി സൂക്ഷിക്കേണ്ടതുമാണ്. ഒരു പാ

സ്സുബുക്ക കളഞ്ഞുപോയാൽ സംഘം നിശ്ചയിക്കുന്ന വില ചുമത്തി രണ്ടാമതു ഒരു പാസ്സുബുക്കുകൂടി കൊടുക്കുന്നതാണ്. കണക്ക അവസാനിപ്പിക്കുമ്പോൾ നിക്ഷേപകൻ പാസ്സുബുക്ക സംഘത്തിലേക്ക മടക്കിക്കൊടുക്കേണ്ടതാണ്.

(൮) പാസ്സുബുക്കിൽ മുതൽവരുന്ന മുഴുവൻ ഉറുപ്പികക്ക അപ്രകാരം മുതൽവരുന്ന തന്റെ അടുത്തമാസം മുതൽ മാസമൊന്നിന്ന ഉറുപ്പികക്ക രണ്ടു കാശുവീതം പലിശ ആണ്ടുതോറും കൂട്ടി നിക്ഷേപകന്റെ കണക്കിൽ മുതൽ വെക്കുന്നതാകുന്നു.

(൯) നിക്ഷേപസംഖ്യ മുഴുവനുമോ ഭാഗമോ ഒരു നിക്ഷേപകന്റെ പക്കൽനിന്നു സംഘത്തിലേക്ക വരേണ്ട വല്ല മുതലും ഉണ്ടെങ്കിൽ അതിലേക്ക മുതൽവെക്കുന്നതിന്ന സംഘത്തിന്ന അധികാരമുള്ളതാകുന്നു.

(൧൦) നാളിതുവരെ സൂക്ഷിച്ചു പണയചരക്കായി വിൽക്കണമെന്ന നിക്ഷേപകന്മാരുടെ അപേക്ഷയുള്ളപക്ഷം അപ്രകാരം ചെയ്യാവുന്നതാകുന്നു. എന്നാൽ അമ്മൂലം വല്ല നഷ്ടവും ഉണ്ടായാൽ സംഘത്തിന്ന ഉത്തരവാദിത്വം ഇല്ലാത്തതാകുന്നു.

### മററു കടങ്ങൾ.

൧൭. മെമ്പറന്മാരിൽനിന്നോ മെമ്പർമാർ അല്ലാത്ത വേറെ ആളുകളിൽനിന്നോ കമ്പനി ആക്ററ പ്രകാരമൊ സഹകരണസംഘം ആക്ററ പ്രകാരമൊ രജിസ്റ്റർ ചെയ്യപ്പെട്ട സംഘങ്ങളിൽനിന്നോ ഗവൎമ്മെന്റിൽനിന്നോ ഡിപ്പാസിററുകൾ അല്ലാതെ വേറെ വിധത്തിൽ സംഘത്തിന്നുവേണ്ടി പണം കടം വാങ്ങുവാൻ കമ്മററിക്കാൎക്ക അധികാരമുണ്ടായിരിക്കുന്നതാണ്. എന്നാൽ അങ്ങിനെ വാങ്ങുന്ന കടം സംഖ്യയിന്മേൽ കെട്ടുന്ന പലിശ രജിസ്ത്രാരുടെ അനുവാദം കൂടാതെ കൊല്ലത്തിൽ നൂററിന്ന ൬ (ആറ്)-ൽ കവിയാതിരിക്കുകയും ഏതൊരു യൂണിയനോടു സംഘം ചേൎക്കപ്പെട്ടിരിക്കുന്നുവൊ ആ യൂണിയന്റെ ഭരണസഭയും അങ്ങിനെ കടംവായ്പ വാങ്ങുന്നതു സമ്മതിക്കുകയും ചെയ്തിരിക്കണം.

### സംഘത്തിന്ന ആകെ വാങ്ങാവുന്ന കടം.

൧൮. ഡിപ്പാസിററുകളായൊ വേറെ പ്രകാരത്തിലൊ സംഘത്തിന്ന മെമ്പറന്മാരിൽനിന്നോ വേറെ ഉള്ളവരിൽനിന്നോ കടം വാങ്ങാവുന്ന ആകെ സംഖ്യ ഒരിക്കലും പിരിഞ്ഞുകിട്ടിയ ഓഹരി ധനത്തിന്റെയും കരുതൽ ധനത്തിന്റെയും ആകെത്തുകയുടെ അഞ്ചിരട്ടിയിൽ അധികരിപ്പാൻ പാടുള്ളതല്ല.

### ഭരണം.

൧൯. പൊതുയോഗം അപ്പഴപ്പോൾ ചെയ്യുന്ന നിശ്ചയങ്ങൾക്കുൾപ്പെട്ടു സംഘം കാൎയ്യാദികൾ നടത്തുന്നതിന്നുള്ള അധികാരം ഒരു കമ്മററിയിൽ ഇരിക്കുന്നതാകുന്നു. കമ്മററിയിൽ ൭-ൽ അധികരിക്കാത്ത മെമ്പറന്മാർ ഉണ്ടായിരിക്കണം, "എന്നാൽ അപ്രകാരം അഭിപ്രായമുള്ളപക്ഷം രജിസ്ത്രാർ അവർകൾക്ക കമ്മററിയിൽ രണ്ടു മെമ്പറന്മാരെക്കൂടി നാമിനേററ് ചെയ്യുന്നതിന്ന് എപ്പോഴും സ്വാതന്ത്ര്യം ഉണ്ടായിരിക്കുന്നതാണ്".

൨൦. കമ്മററി മെമ്പറന്മാരെ മെമ്പറന്മാരുടെ ഇടയിൽനിന്ന പൊതുയോഗം ഒരു സംവത്സരത്തേക്ക തിരഞ്ഞെടുക്കണം. കമ്മററിമെമ്പറന്മാരുടെ കാലം കഴിഞ്ഞുപോയാലും വേറെ ഒരു കമ്മററിയെ തിരഞ്ഞെടുക്കുന്നതുവരെ അവർതന്നെ ഉദ്യോഗത്തിൽ ഇരിക്കുന്നതാകുന്നു. കാലം കഴിഞ്ഞു പിരിയുന്ന കമ്മററിയിലെ ഒരു മെമ്പൎക്ക് പിന്നത്തെ തിരഞ്ഞെടുപ്പിന്ന രജിസ്ത്രാർ അവർകളുടെ പ്രത്യേക അനുവാദത്തോടുകൂടി നിൽക്കാവുന്നതാണ്. പൊതുയോഗം കമ്മററിക്കാരെ തിരിഞ്ഞെടുത്തശേഷം കമ്മററിക്കാർ അവരുടെയിടയിൽ നിന്നു ഒരു പ്രസിഡണ്ടിനേയും ഒരു സിക്രട്ടറിയേയും തിരഞ്ഞെടുക്കേണ്ടതാണ്; ഇടക്കാലങ്ങളിൽ കമ്മററിയിൽ ഉണ്ടാവുന്ന ഒഴിവിലേയ്ക്ക മെമ്പറന്മാരെ കമ്മററി തിരഞ്ഞെടുക്കേണ്ടതാണ്. എന്നാൽ ആയതു അടുത്തപൊതുയോ

ഗത്തിൽ അനുവദിക്കപ്പെടണം. കമ്മററിയിലെ ഏതൊരു മെംബറെയോ മെംബർമാരെയോ പൊതുയോഗത്തിന്റെ ഒരു തീർച്ച അനുസരിച്ചു നീക്കം ചെയ്യാവുന്നതാണ്.

൨൬. സംഘംവക കാര്യാദികൾ നടത്തുന്നതിന മാസത്തിൽ രണ്ടു പ്രാവശ്യമൊ ആവശ്യമുണ്ടെങ്കിൽ അതിലും അധികം പ്രാവശ്യമോ കമ്മററിയോഗങ്ങൾ കൂടേണ്ടതാണ്. യാതൊരു കമ്മററിയിലെ തീർച്ചയും കുറഞ്ഞപക്ഷം ൭ കമ്മററിമെംബറന്മാർ കൂടി തീരുമാനിച്ചിട്ടില്ലാത്തപക്ഷം സാധുവായിരിക്കുന്നതല്ല. കമ്മററിക്കാരുടെ തീർച്ചയ്ക്കുള്ള എല്ലാകാര്യങ്ങളും വോട്ടുകളുടെ ഭൂരിപക്ഷപ്രകാരം തീർച്ചപ്പെടുത്തണം. വോട്ടുകൾ തുല്യമായിരുന്നാൽ പ്രസിഡണ്ടിനൊ അല്ലെങ്കിൽ സഭയിലെ അഗ്രാസനാധിപതിക്കൊ കാസ്റ്റിംഗ് വോട്ട് എന്ന രണ്ടാമത് ഒരു വോട്ടു കൊടുക്കുന്നതിന അധികാരമുണ്ടായിരിക്കും. കമ്മിററിയോഗത്തിലെ ഒരു മെംബർ അയാളെ സംബന്ധിച്ച വല്ല കാര്യങ്ങളും കമ്മററിയോഗത്തിൽ ആലോചിക്കുമ്പോൾ ആ യോഗത്തിൽ ഹാജരായിരിക്കാൻ പാടില്ലാത്തതാകുന്നു. കമ്മററിക്കാരാൽ അപ്പപ്പോൾ അനുവദിക്കപ്പെടുന്ന കാര്യങ്ങളിലും കമ്മററിയോഗം കൂടുന്നതിന മതിയായ സമയമില്ലാതിരിക്കുന്ന അവസരങ്ങളിലും അത്യാവശ്യമായി തോന്നുന്നകാര്യങ്ങൾ നിർവഹിക്കുന്നതിനായി ഫയൽ അയച്ചു കൊടുത്തു (സർക്കുലേറ്റുചെയ്തു) കമ്മിററിക്കാരുടെ അനുവാദം സെക്രട്ടറിക്കു വാങ്ങാവുന്നതാണ്. എന്നാൽ ഇപ്രകാരം ലഭിക്കുന്ന തീരുമാനങ്ങൾ അടുത്ത കമ്മിററിയോഗത്തിൽ സമർപ്പിക്കപ്പെടണം. സർക്കുലേഷനിൽ കമ്മററിക്കാർ തമ്മിൽ ഭിന്നാഭിപ്രായമുണ്ടായാൽ അതു ഒരു കമ്മിററിയോഗത്തിലല്ലാതെ തീരുമാനിക്കപ്പെടാവുന്നതല്ല.

൨൭. കമ്മററിയിലെ ഒരു മെംബർ തുടർച്ചയായി ൪ കമ്മററിയോഗത്തിന ഹാജരാകാതെയിരുന്നാൽ അയാളുടെ കമ്മററിമെംബർസ്ഥാനം നിന്നുപോകുന്നതാണ്. എന്നാൽ കമ്മററിക്കാർക്ക അയാളെ വീണ്ടും മെമ്പറായി നിശ്ചയിക്കാവുന്നതാണ്.

൨൮. കമ്മററിക്കാർ അപ്പപ്പോൾ ചെയ്യുന്ന നിശ്ചയങ്ങൾക്കുൾപ്പെട്ട സംഘം ഉദ്യോഗസ്ഥന്മാർക്ക താഴെ പറയുന്ന അധികാരങ്ങൾ ഉണ്ടായിരിക്കുന്നതാണ്.

(എ) പ്രസിഡണ്ടിന് സംഘമജ്ജികളെ സംബന്ധിച്ച് ഒരു മേൽവിചാരം ഉണ്ടായിരിക്കുന്നതും ഉദ്യോഗനിലയിൽ ഖജാൻജിയായിരിക്കുന്നതുമാകുന്നു. സംഘത്തിന്റെ എല്ലാ മുതലുകളും പ്രസിഡണ്ടിന്റെ അധീനത്തിൽ ഇരിക്കുന്നതും ആകുന്നു. സംഘപ്രവൃത്തികൾ നടത്തുന്നതിന വേണ്ടുന്ന ആളുകളെ നിശ്ചയിപ്പാനും അവർക്ക പ്രതിഫലം നിശ്ചയിക്കുവാനും അവരെ സസ്പെണ്ടു ചെയ്യുവാനും നീക്കം ചെയ്യുവാനും പ്രസിഡണ്ടിന അധികാരമുണ്ടായിരിക്കുന്നതാണ്. എന്നാൽ ഒടുവിലത്തെ രണ്ടു സംഗതികൾ കമ്മററിക്കാരുടെ സമ്മതം വാങ്ങിയശേഷം ചെയ്യേണ്ടതാണ്.

(ബി) പ്രസിഡണ്ടിന്റെ മേൽവിചാരത്തിലുൾപ്പെട്ട സംഘം പ്രവൃത്തികൾ നടത്തുന്നതിന്റെ ഉത്തരവാദം സിക്രട്ടറിക്ക ഇരിക്കുന്നതാണ്.

(സി) സംഘത്തിനുവേണ്ടി വ്യവഹാരം നടത്തുന്നതു സിക്രട്ടറി ആയിരിക്കേണ്ടതാകുന്നു. സംഘംവക സ്ഥാവരമാണങ്ങളെല്ലാം പ്രസിഡണ്ടിന്റെ പേരിൽ ആയിരിക്കും.

(ഡി) സിക്രട്ടറിക്ക് അവധിവേണമെങ്കിൽ ആയതു പ്രസിഡണ്ടു സമ്മതിക്കേണ്ടതും ആ കാലത്തിനിടയിൽ സംഘംവജായി കമ്മററിയിലെ ഒന്നോ അതിലധികമോ മെംബർമാരെക്കൊണ്ടു നടത്തുവാൻ ഏർപ്പാടുചെയ്യേണ്ടതും ആകുന്നു.

൨൯. സ്വന്തം വായ്പയിലാകട്ടെ ജാമ്യംനിന്ന വായ്പയിലാകട്ടെ, ഈ സംഘത്തിലോ മറെറതെങ്കിലും സംഘത്തിലോ കുടിശിഖക്കാരനായിരിക്കുന്ന യാതൊരാളെയും കമ്മിററിയിലെ അംഗമായോ, സംഘത്തിനെ മറെറാരുസംഘത്തിൽ പ്രതിനിധീകരിക്കുന്നതിനായോ, തിരഞ്ഞെടുക്കുവാൻ പാടില്ലാത്തതാകുന്നു. എന്നുമാത്രമല്ല, കമ്മിററി അംഗമായി തെരഞ്ഞെടുക്കപ്പെട്ടിട്ടുള്ള ഒരാൾ മേൽപ്രകാരം മൂന്നു മാസം തുടരെ വീഴ്ചക്കാരനായിതീരുന്നപക്ഷം ആ കാരണം കൊണ്ടുതന്നെ അയാളുടെ കമ്മിററിമെമ്പർസ്ഥാനം നിന്നുപോകുന്നതും ഇപ്രകാരം നിന്നുപോകുന്ന തീയതി മുതൽ ൬ മാസകാലത്തേക്ക് കമ്മിററി അംഗമായി തെരഞ്ഞെടുക്കപ്പെടുന്നതിന് അയാൾക്ക യോഗ്യതയില്ലാത്തതുമാകുന്നു.

൨൫. സംഘത്തിലേയ്ക്ക് അടയ്ക്കുന്ന എല്ലാ പണങ്ങൾക്കും രസീതുകൾ കൊടുക്കണം. മെമ്പറന്മാർ അടയ്ക്കുന്ന പണത്തിനു കൊടുക്കുന്ന രസീതു സിക്രട്ടറി ഒപ്പിട്ടിരിക്കണം. മെമ്പറന്മാരിൽ നിന്നോ അന്യന്മാരിൽനിന്നോ കടമായി വാങ്ങുന്ന എല്ലാ പണങ്ങൾക്കും കൊടുക്കുന്ന രസീതോ കയ്ച്ചീട്ടോ കമ്മററിയിലെ ൪ മെമ്പറന്മാർകൂടി ഒപ്പിട്ടുകൊടുക്കേണ്ടതും അവരിൽ പ്രസിഡണ്ടും സിക്രട്ടറിയും ഉൾപ്പെട്ടിരിക്കേണ്ടതും ആകുന്നു.

൨൬. കമ്മററിക്കാർ സഹകരണസംഘം ക്ലാസ് വ്യവസ്ഥകൾപ്രകാരം നിശ്ചയിച്ചിട്ടുള്ളതും രജിസ്ട്രാർ അവർകൾ അപ്പോഴപ്പോൾ നിശ്ചയിക്കുന്ന ചട്ടങ്ങൾ പ്രകാരവും ഉള്ള കണക്കുകളും രജിസ്റ്ററുകളും വെയ്ക്കേണ്ടതും രജിസ്ട്രാർ അവർകൾ അയക്കുന്ന ആഡിററുത്തരവുകളോ ഇൻസ്പെക്ഷൻ നോട്ടുകളോ അവ കിട്ടിയ തീയതിമുതൽ ഒരുമാസത്തിനകം സംഘത്തിന്റെ പൊതുയോഗം മുമ്പാകെ ഹാജരാക്കേണ്ടതും രജിസ്ട്രാർ അവർകളുമായി എഴുത്തുകുത്തുകൾ നടത്തേണ്ടതും മററു സംഘത്തിനെ സംബന്ധിച്ച എല്ലാകാര്യങ്ങളും നടത്തേണ്ടതും ആകുന്നു.

൨൭. കമ്മററിക്ക സംഘം പ്രവൃത്തികൾ നടത്തേണ്ടതിനു ആവശ്യമെന്നു തോന്നുന്ന ജീവനക്കാരെ നിശ്ചയിക്കാവുന്നതും നിശ്ചയിച്ച തോതനുസരിച്ചുള്ള ശമ്പളച്ചിലവും പൊതുയോഗം അതാതുകൊല്ലം അനുവദിക്കുന്ന ബഡ്ജററുസംഖ്യയിൽ അടങ്ങിയചിലവും നടത്താവുന്നതാകുന്നു. സിക്രട്ടറിക്ക ഓരോ ആവശ്യത്തിനു ഒരു രൂപായിൽ അധികരിക്കാത്ത ഒരു സംഖ്യ തൻചെലവു ചെയ്യാവുന്നതാണ്.

൨൮. സംഘം ജീവനക്കാരുടെ പക്കൽനിന്നു വല്ല ജാമ്യവും വാങ്ങേണ്ടിവന്നാൽ അതിന്റെ സംഖ്യയും മാതിരിയും കമ്മിററിക്കാർക്ക തീർച്ചപ്പെടുത്താൻ അധികാരമുണ്ടായിരിക്കും.

൨൯. സംഘകാര്യങ്ങൾ നടത്തേണ്ടതിനു കമ്മററിക്കാർക്ക ആക്ററും അതനുസരിച്ചുള്ള ചട്ടത്തിനും ഈ നിബന്ധനകൾക്കും അനുസരിച്ച് ഉപനിബന്ധനകൾ ഉണ്ടാക്കുവാൻ അധികാരമുണ്ട്. ഈ ഉപനിബന്ധനകളെ സംഘത്തിന്റെ മിനിട്ടുബുക്കിൽ ചേർക്കേണ്ടതും അതിന്റെ ഒരു പ്രതി സഹകരണസംഘം രജിസ്ട്രാർ അവർകൾക്ക അയച്ചുകൊടുത്തു അനുവാദം വാങ്ങിയശേഷം നടപ്പിൽ വരുത്തേണ്ടതുമാകുന്നു.

൩൦. കമ്മിററിക്കാർ പ്രതിഫലം കൂടാതെ ജോലി നോക്കേണ്ടതാകുന്നു. സംഘംവക പ്രവൃത്തി ക്ലിഷ്ടകരമാണെന്നു രജിസ്ട്രാർ അവർകൾ അഭിപ്രായപ്പെടുന്നപക്ഷം സംഘത്തിലെ എഴുത്തുജോലി നടത്തുന്ന ആൾക്ക (ഇതു സിക്രട്ടറിയോ കമ്മിററിയിലെ മെമ്പറോ ആയിരിക്കും) പൊതുയോഗത്തിന്റെ ശുപാർശപ്രകാരം രജിസ്ട്രാർ അവർകളുടെ അനുമതിയോടുകൂടി പ്രതിമാസം ഒരു അലവൻസ് കൊടുക്കാവുന്നതാണ്.

## പൊതുയോഗം.

൩൧. സംഘത്തിന്റെ ഭരണം സംബന്ധിച്ചുള്ള എല്ലാ സംഗതികളുടേയും അവസാനതീരുമാനത്തിനുള്ള അധികാരം മെമ്പറന്മാരുടെ പൊതുയോഗത്തിനായിരിക്കും. ആ യോഗം സംഘത്തിന്റെ കാര്യങ്ങൾ നടത്തുവാൻ ആവശ്യമുള്ളപ്പോഴെല്ലാം കൂടുകയും വേണം. നിബന്ധനകൾ അനുസരിച്ച കമ്മിററിക്കാരിൽ നിക്ഷിപ്തമായിരിക്കുന്ന അധികാരങ്ങൾ പ്രയോഗിച്ചു കമ്മിററിക്കാർ ചെയ്യുന്ന പ്രവൃത്തികളിൽ പൊതുയോഗം കൈകടത്താൻ പാടില്ലാത്തതാകുന്നു. പൊതുയോഗത്തിന്റെ തീരുമാനത്തിനുൾപ്പെട്ടവയിൽ ചുവടെ വിവരിക്കുന്ന സംഗതികൾ പ്രധാനമായിട്ടുള്ളവയാകുന്നു,

(൧) കമ്മററിക്കാരെ തിരഞ്ഞെടുക്കയും മാററുകയും ചെയ്ക.

(൨) സഹകരണസംഘം രജിസ്ട്രാർക്ക അയയ്ക്കേണ്ട വർഷാവസാന റിപ്പോർട്ടു നിരൂപണംചെയ്ക

(൩) രജിസ്ത്രാരുടെ വർഷാവസാനക്കണക്കു പരിശോധനഉത്തരവു വായിച്ചു നോക്കി വേണ്ടവിധം പ്രവർത്തിക്കുക.

(൪) നടപ്പിലിരിക്കുന്ന വല്ല നിബന്ധനയും ഭേദപ്പെടുത്തുകയൊ ദുർബലപ്പെടുത്തുകയൊ ആകട്ടെ പുതിയ ഒരു നിബന്ധനയുണ്ടാക്കുകയാകട്ടെ ചെയ്ക.

(൫) ഒരു മെമ്പരെ നിബന്ധന ൩൬-ാം വകുപ്പുപ്രകാരം നീക്കുക,

(൬) കമ്മിററിക്കാരുടെപേരിൽ മെമ്പരന്മാരിൽ വല്ലവരുമോ, അല്ലെങ്കിൽ മെമ്പരായി ചേരുന്നതിനു അപേക്ഷകൊടുത്തിട്ടുള്ള ആളോ കൊണ്ടുവരുന്ന ആവലാതിയെപ്പററി അന്വേഷിക്കുക.

(൭) ഗവർമ്മെന്റോ രജിസ്ത്രാരോ നിശ്ചയിക്കുന്ന കണക്കുകൾ അയക്കുക.

(൮) ൩൭-ാം വകുപ്പിൻപ്രകാരം കമ്മിററിയിലെ മെമ്പരന്മാൎക്കോ അവരുടെ ബന്ധുക്കൾക്കോ ആശ്രിതന്മാർ, ഭൃത്യന്മാർ മുതലായവൎക്കോ കടം അനുവദിക്കുക.

(൯) സ്ഥലത്തുള്ള യൂണിയനിലേയ്ക്കും സെൻട്രൽബാങ്കിലേയ്ക്കും ഇതരസഹകരണസ്ഥാപനങ്ങളിലേയ്ക്കും പ്രതിനിധികളെ തിരഞ്ഞെടുക്കുക.

(൧൦) സ്ഥലത്തുള്ള യൂണിയനോടോ സെൻട്രൽബാങ്കിനോടോ ഇതരസഹകരണസ്ഥാപനങ്ങളോടോ സംഘത്തെ ചേർക്കുകയോ, ചേർത്തിട്ടുള്ളതു വേർപിരിക്കുകയോ ചെയ്ക.

൩൧. സംഘകാൎയ്യങ്ങൾ നടത്തുന്നതിനു ആവശ്യമെന്നു വിചാരിക്കുമ്പോഴൊക്കെയും ഒരു പൊതുയോഗം കമ്മിററിക്കാൎക്കു വിളിച്ചുകൂട്ടാവുന്നതാകുന്നു. എന്നാൽ സംഘത്തിലെ അഞ്ചിലൊരുഭാഗം അംഗങ്ങളുടെ രേഖാമൂലമായ അപേക്ഷയിന്മേലും രജിസ്ത്രാർ അവർകളുടെ ആവശ്യപ്രകാരവും സംഘത്തെ ചേർപ്പിച്ചിരിക്കുന്ന യൂണിയൻസംഘത്തിലെ തീരുമാനപ്രകാരം അയച്ചിട്ടുള്ള ഭരണയോഗത്തിലെ ഒരു മെമ്പരുടെ ആവശ്യപ്രകാരവും സംഘം വായ്പ വാങ്ങിയിട്ടുള്ള കേന്ദ്രസ്ഥാപനത്തിന്റെ ആവശ്യപ്രകാരവും പൊതുയോഗം ഒരു മാസത്തിനകം വിളിച്ചുകൂട്ടേണ്ടതാണ്.

൩൨. (൧) പൊതുയോഗത്തിനു ഹാജരാകേണ്ടതു എല്ലാ മെമ്പരന്മാരുടേയും കടമയാകുന്നു. ഒരു പൊതുയോഗത്തിനു അവശ്യം ഹാജരായിരിക്കേണ്ട മെമ്പരന്മാരുടെ സംഖ്യ ഇരുപത്തഞ്ചോ ആകെയുള്ള അംഗങ്ങളുടെ എണ്ണത്തിൽ നാലിലൊന്നോ (ഏതാണോ കുറവു അതു) ആയിരിക്കണം.

(൨) പൊതുയോഗങ്ങൾ വിളിച്ചുകൂട്ടുന്ന ക്രമം, അതിനുള്ള സമയം, സ്ഥലം, ആവശ്യം മുതലായവയെപ്പററി സംഘനിബന്ധനകളിലെ വ്യവസ്ഥകൾ എങ്ങിനെയായാലും രജിസ്ത്രാർ അവർകൾക്കോ, ആക്ടിലെ ൪൩-ാംവകുപ്പനുസരിച്ചു വിചാരണചെയ്യുന്നതിനു രജിസ്ത്രാർ അവർകൾ അധികാരപ്പെടുത്തുന്ന മററു വല്ലവൎക്കുമോ,

(എ) മുന്നറിവുകൊടുത്തു ഒരു വിശേഷാൽ പൊതുയോഗം അദ്ദേഹം നിശ്ചയിക്കുന്ന സ്ഥലത്തും സമയത്തും വിളിച്ചുകൂട്ടുകയും,

(ബി) അപ്രകാരം കൂട്ടുന്ന യോഗത്തിൽ ആലോചിക്കേണ്ട വിഷയങ്ങളെ ക്ലിപ്തപ്പെടുത്തുകയും ചെയ്യാവുന്നതാകുന്നു.

അപ്രകാരം വിളിച്ചുകൂട്ടുന്ന പൊതുയോഗങ്ങൾക്കു സാധാരണ പൊതുയോഗങ്ങൾക്കുള്ള സകല അധികാരങ്ങളും ഉണ്ടായിരിക്കുന്നതാണ്. ഈ നിബന്ധനപ്രകാരമുള്ള ഭേദഗതി കൊണ്ടുവന്നാലും (i) സംഘത്തിനു കോട്ടം വരികയില്ലെന്നും സാദ്ധ്യമല്ലായിരുന്നുവെന്നും (ii) പാസാക്കുന്ന നിശ്ചയങ്ങൾ സംഘത്തിന്റെ നന്മയ്ക്കു ആവശ്യമാണെന്നും (iii) അവ അംഗങ്ങളുടെ പൊതുയോഗം അംഗീകരിക്കുന്നതാണെന്നും ബോദ്ധ്യം വരുന്ന പക്ഷം യോഗം സാധുവാണെന്നു രജിസ്ത്രാർ അവർകൾക്കു അനുജ്ഞാപിക്കാവുന്നതാകുന്നു.

൩൩ (എ) ക്രമമായ ഒരു കമ്മിററിയെ തിരഞ്ഞെടുക്കുന്നതിനു പൊതുയോഗത്തിന്നു സാധിക്കാതെവരുമ്പോൾ സംഘത്തിനുവേണ്ടി നടപടി നടത്തുന്നതിനു ഏതെങ്കിലും ഒരംഗത്തിനെയോ അംഗമല്ലാത്ത ഒരാളെയോ സംഘം വല്ല സഹകരണബാങ്കിനോടും കടപ്പെട്ടിട്ടുണ്ടെങ്കിൽ ആ ബാങ്കിന്റേയും, രജിസ്ത്രാർ അവർകളുടേയും മുൻ അനുവാദത്തോടു-

കൂടി അധികാരപ്പെടുത്തുന്നതിനു പൊതുയോഗത്തിനു എപ്പോഴും സ്വാതന്ത്ര്യം ഉണ്ടായിരിക്കുന്നതാണ്. എന്നാൽ വായ്പകൾ പിരിക്കുന്നതിലും നടപടികൾ നടത്തുന്നതിലും നിബന്ധനകൾക്കുൾപ്പെട്ട് അയാൾ അയാളുടെ സ്വന്തഉത്തരവാദത്തിന്മേൽ പ്രവർത്തിക്കുന്നതായിരിക്കും. താഴെപ്പറയുന്ന കാര്യങ്ങളിൽ പൊതുയോഗത്തിന്റെ മുൻ അനുവാദത്തോടുകൂടി അയാൾ പ്രവർത്തിക്കേണ്ടതാകുന്നു.

(൧) അംഗങ്ങളെ ചേർക്കുക.
(൨) ഓഹരി അപേക്ഷയെ അനുവദിക്കുക.
(൩) ഒരാളെമാറ്റിയോ തള്ളിക്കളിച്ചോ ഓഹരിതുക കുറച്ചെഴുതുക.
(൪) കടംവാങ്ങുക.
(൫) അംഗങ്ങൾക്കു വായ്പ അനുവദിക്കുക.

(ബി) സംഘം കടപ്പെട്ടിട്ടുള്ള ബാങ്കിന്റെയും രജിസ്ട്രാർ അവർകളുടെയും അനുമതിക്കുൾപ്പെട്ട ഒരു പ്രതിഫലം മാനേജരുടെ സേവനങ്ങൾക്കായി പൊതുയോഗത്തിനു അനുവദിക്കാവുന്നതാണ്. മാനേജർക്കു നിശ്ചയിച്ചിട്ടുള്ള കാലാവധിക്കുമുമ്പ് ഒരു പൊതുയോഗം വിളിച്ചുകൂട്ടി നിബന്ധനകളനുസരിച്ചു ഒരു കമ്മിറ്റിയെ തെരഞ്ഞെടുക്കുന്നതിനു അയാൾ ബാദ്ധ്യസ്ഥനായിരിക്കുന്നതും അപ്രകാരം ഒരു കമ്മിറ്റിയെ തെരഞ്ഞെടുക്കുന്നതിനു സാധിക്കാതെ വരുന്നപക്ഷം നിബന്ധനകളനുസരിച്ചു ഒരു കമ്മിറ്റിയെ തെരഞ്ഞെടുക്കുന്നതുവരെ അയാൾതന്നെ തുടർന്നു പ്രവർത്തി നടത്തേണ്ടതുമാകുന്നു.

൧൪. പൊതുയോഗത്തിൽ പ്രസിഡന്റു ഹാജരുള്ളപ്പോൾ പ്രസിഡന്റു തന്നെ സഭാനാഥനായിരിക്കണം. ഹാജരില്ലാത്തപക്ഷം യോഗത്തിനു അവരുടെ ഇടയിൽനിന്നു ഒരു മെമ്പറെ സഭാനാഥനായി തിരഞ്ഞെടുക്കാവുന്നതാണ്. എന്നാൽ ൧൨-ാം വകുപ്പനുസരിച്ചു കൂടുന്ന ഒരു പൊതുയോഗത്തിൽ അതു ആരുടെ നിയോഗപ്രകാരം വിളിച്ചുകൂട്ടുന്നോ ആ ഉദ്യോഗസ്ഥന് ആദ്ധ്യക്ഷം വഹിക്കാമെന്നുള്ളതാണ്. ഹാജരുള്ള ഓരോ മെമ്പർക്കും ഓരോ വോട്ടുമാത്രമേ ഉണ്ടായിരിക്കയുള്ളൂ. ഹാജരായി വോട്ടുചെയ്യുന്ന മെമ്പന്മാരുടെ വോട്ടുകളിൽ ഭൂരിപക്ഷപ്രകാരം എല്ലാ കാര്യങ്ങളും തീർച്ചപ്പെടുത്തുന്നതാണ്. വോട്ടുകൾ തുല്യമായിരുന്നാൽ അഗ്രാസനാധിപതിക്കു രണ്ടാമതു ഒരു വോട്ടുകൂടി ഉണ്ടായിരിക്കുന്നതാണ്.

൧൫. ഒരു പൊതുയോഗം കൂടുവാൻ മെമ്പറന്മാർക്കു സാധാരണയായി ൩ ദിവസത്തെ നോട്ടീസുകൊടുക്കേണ്ടതാകുന്നു. പൊതുയോഗത്തിനുള്ള നോട്ടീസു താഴെപ്പറയുന്നതിൽ ഏതെങ്കിലും ഒന്നോ അതിലധികമോ രീതിയിൽ നടത്തേണ്ടതാണ്.

(൧) മുരശുഅടിച്ചു പരസ്യപ്പെടുത്തുക.

(൨) നോട്ടീസിന്റെ പ്രതികൾ സംഘം ആഫീസിലും സംഘാതിർത്തിക്കകത്തുള്ള പ്രധാനസ്ഥലങ്ങളിലും പതിക്കുക.

(൩) നോട്ടീസുപുസ്തകത്തിൽ എഴുതി അംഗങ്ങളെക്കാണിച്ചു ഒപ്പിടുവിക്കുക.

കമ്മിറ്റിയുടെ ഒരു പ്രത്യേകനിശ്ചയപ്രകാരം മാത്രമേ ഒരു സാധാരണ പൊതുയോഗം വിളിച്ചുകൂട്ടാൻ പാടുള്ളൂ.

൧൬. ഒരു മെമ്പർ സംഘത്തെ വല്ലവിധത്തിലും വഞ്ചിക്കുകയോ, അല്ലെങ്കിൽ അയാളുടെ സാധാരണ നടത്തകൊണ്ടു സംഘത്തിന്റെ ഗുണത്തിനുവേണ്ടി അയാളെ നീക്കുന്നതു ആവശ്യമായിവരികയോ ചെയ്യുന്നപക്ഷം ആ മെമ്പറെ സംഘത്തിൽനിന്നു നീക്കുന്നതിനു പൊതുയോഗത്തിനു സ്വാതന്ത്ര്യമുണ്ടായിരിക്കും. നീക്കപ്പെട്ട ഒരു മെമ്പർക്കു സംഘത്തിൽനിന്നും വല്ല പണവും ചെല്ലുവാനുണ്ടായിരുന്നാൽ അയാളിൽനിന്നും സംഘത്തിനു ഈടാകാനുള്ളതു കഴിച്ചു ബാക്കി അയാൾക്കു കൊടുക്കുന്നതാകുന്നു. ഒരു മെമ്പറെ നീക്കിയ സമയത്തിലുള്ള സംഘത്തിന്റെ കടത്തിനു ൩-ാമത്തെ നിബന്ധനയിൽ പറഞ്ഞിടത്തോളം തള്ളപ്പെട്ട മെമ്പരുടെ ബാദ്ധ്യത അങ്ങനെ തള്ളിയതിനുശേഷം രണ്ടുകൊല്ലത്തേക്കു നിലനിൽക്കുന്നതാണ്.

൬൭. സംഘത്തിന്റെ സമീപത്തു ജോലിനടത്തുന്നതോ രജിസ്ത്രാർ അവർകളാൽ മേലാൽ രജിസ്റ്റർചെയ്യപ്പെടുന്നതോ ആയ ഏതെങ്കിലും ഒരു യൂനിയനിൽ സംഘത്തെ ചേർക്കുവാൻ പൊതുയോഗത്തിനു അധികാരമുണ്ടായിരിക്കുന്നതാണ്. മേൽപറഞ്ഞ യൂനിയന്റെ ചിലവിലേക്കായി ഓരോ ആണ്ടും സംഘം സമ്പാദിക്കുന്ന പലിശയിൽ നൂറ്റിനു ശതമാനം ആഡിററു ഉത്തരവിനുശേഷം കൊടുക്കേണ്ടതാണ്. എന്നാൽ ഒരു കൊല്ലത്തിൽ ഇതിലേയ്ക്കായി കൊടുക്കുന്ന ആകെ സംഖ്യ ൧൦൦ രൂപായിൽ അധികരിച്ചുകൂടുന്നതല്ല. സംഘം ഏതെങ്കിലും യൂനിയനോടു ചേരുന്നതുവരെ ആണ്ടുതോറുമുള്ള ഈ തുക രജിസ്ത്രാർ അവർകൾ നിർദ്ദേശിക്കുന്ന സ്ഥാപനത്തിൽ ഇടേയ്ക്കേണ്ടതാകുന്നു.

## വായ്പകൾ.

൬൮. വായ്പകൾ മെംബർമാർക്കുമാത്രമേ കൊടുക്കാവൂ. എന്നാൽ ഏതൊരു മെംബർക്കും കടം വായ്പയ്ക്കു തനിക്കു അവകാശമുണ്ടെന്നു വാദിക്കാവുന്നതല്ല. താഴെപ്പറയുന്ന സംഗതികൾ ഒഴിച്ചുള്ള എല്ലാ വായ്പകൾക്കുമുള്ള അപേക്ഷകളും കമ്മിററിക്കാർ തീർച്ചപ്പെടുത്തേണ്ടതാകുന്നു.

പൊതുസംഘത്തിന്റെ അല്ലെങ്കിൽ ദേശത്തിൽ ഒരു മേൽപരിശോധനാസംഘം ഉള്ളപക്ഷം അതിന്റെയോ അനുമതികൂടാതെ കമ്മിററിക്കാർക്കോ അവരുടെ അടുത്ത സംബന്ധികൾക്കോ (ഭാഗിക്കാത്ത കുടുംബക്കാർ, ഭാര്യ, ഭാഗിച്ചു പിരിഞ്ഞ മകൻ, മകളുടെ ഭർത്താവു, ആശ്രിതന്മാർ, ഭൃത്യന്മാർ മുതലായവർക്കോ) കാലാവധി ഒരു കൊല്ലത്തിൽ കവിഞ്ഞുള്ള കടംവായ്പ അനുവദിക്കാൻ പാടില്ലാത്തതാകുന്നു. ......രൂപായിൽ കവിയാത്തതും അത്യാവശ്യമാണെന്നു ബോദ്ധ്യമുള്ളതുമായ വായ്പഅപേക്ഷകൾ സെക്രട്ടറിയുടെ ശുപാർശയിന്മേൽ പ്രസിഡന്റിനു അനുവദിക്കാവുന്നതാണ്. എന്നാൽ ആയതു അടുത്ത കമ്മിററിയോഗത്തിന്റെ അനുമതിക്കായി സമർപ്പിക്കപ്പെടണം.

൬൯. വായ്പകൾക്കുള്ള എല്ലാ അപേക്ഷകളും ആ ആവശ്യത്തിനു സംഘം നിശ്ചയിച്ചിട്ടുള്ള ഫാറത്തിൽ എഴുതി സിക്രട്ടറിക്കു അയക്കേണ്ടതും ആയവ അപേക്ഷകൾ കമ്മിററിക്കാരുടെ തീരുമാനത്തിനു വയ്ക്കേണ്ടതുമാകുന്നു.

൭൦. വായ്പകൾ ഉപയോഗപ്രദങ്ങളായ കാര്യങ്ങൾക്കല്ലാതെ കൊടുക്കപ്പെടുന്നതല്ല.

(൧) വിത്തോ വളമോ കൃഷിക്കുള്ള ഉപകരണങ്ങളോ വാങ്ങുന്നതിനും മററു കൃഷിവക ചിലവുകൾ നടത്തുന്നതിനും.

(൨) കന്നുകാലികളേയും അവയ്ക്കുള്ള തീററിസാധനങ്ങളും വാങ്ങുന്നതിനും.

(൩) വണ്ടികൾ വള്ളങ്ങൾ മുതലായവ ഉണ്ടാക്കുകയോ വിലയ്ക്കു വാങ്ങുകയോ ചെയ്യുന്നതിനും.

(൪) സർക്കാർ കരമോ മിച്ചവാരമോ അടയ്ക്കുന്നതിനും.

(൫) ഭൂസ്വത്തു സമ്പാദിക്കുന്നതിനും സ്ഥാവരവസ്തുക്കളിൽ ഭേദഗതികൾ നടത്തുന്നതിനും.

(൬) താമസിക്കാനുള്ള ഗൃഹങ്ങളോ കന്നുകാലിത്തൊഴുത്തുകളോ കെട്ടി ഉണ്ടാക്കുകയോ വിലയ്ക്കു വാങ്ങുകയോ കേടുപാടു തീർക്കുകയോ ചെയ്യുന്നതിനും.

(൭) വ്യവസായികൾക്കു തങ്ങളുടെ തൊഴിലിന്നാവശ്യമായ പണിക്കോപ്പുകളോ പണിത്തരമാക്കീട്ടില്ലാത്ത പരുക്കൻ വസ്തുക്കളോ വാങ്ങുന്നതിനും.

(൮) ചില്ലറ വ്യാപാരികൾക്കു അവരുടെ വ്യാപാരം നടത്തുന്നതിനും.

(൯) ചില്ലറ കടങ്ങൾ കൊടുത്തുതീർക്കുന്നതിനും.

(൧൦) ഭക്ഷണസാധനങ്ങളും മററു ജീവിതാവശ്യങ്ങളും വിലയ്ക്കു വാങ്ങുന്നതിനും.

(൧൧) വിദ്യാഭ്യാസത്തിനുള്ള ചിലവുകൾ നടത്തുന്നതിനും.

(൧൨) ൨൫ രൂപായിൽ അധികരിക്കാത്ത അടിയന്തിര ആവശ്യങ്ങൾക്കുള്ള ചിലവുകൾക്കും.

(൧൩)
(൧൪)
(൧൫)

വേണ്ടി വാങ്ങുന്ന കടങ്ങൾ മാത്രമെ ഉപകാരപ്രദങ്ങളായ ആവശ്യങ്ങൾക്ക വാങ്ങിയതായി ഗണിക്കപ്പെടുകയുള്ളു.

൪൧. സംഘത്തിൽനിന്ന കൊടുത്ത കടം വായ്പ ഉദ്ദേശിക്കപ്പെട്ടതിന്നിതിരിക്കുന്നാവണം കമ്മിററിക്കാർ അഭിപ്രായപ്പെടുന്നപക്ഷം അവർ ആ വായ്പ കൊടുത്തിട്ടുള്ള അവധി കഴിയുന്നതിന കാത്തിരിക്കാതെ ആയതു പലിശയോടുകൂടി വസൂലാക്കേണ്ടതിനുള്ള നടപടികൾ ഉടനെ ആരംഭിക്കേണ്ടതാകുന്നു.

൪൨. സംഘത്തിൽനിന്നും ഒരു മെംബർ വാങ്ങുന്ന കടങ്ങളുടെ പരമാവധി...... രൂപായിൽ അധികരിച്ചുകൂടുന്നതല്ല. മേൽപ്പറഞ്ഞ ഉപയോഗങ്ങൾക്കുൾപ്പെട്ട ഒരു മെംബർ എടുത്തിട്ടുള്ള ഓരോ ഓഹരിക്കും ഓഹരിവിലയുടെ അഞ്ചിരട്ടിയിൽ അധികരിക്കാതെ, ഒരു കടംവായ്പയ്ക്ക് അയാൾക്ക അർഹതയുണ്ടായിരിക്കയും ചെയ്യും. കൂലിവേല എടുത്തുവരുന്ന ഒരു മെംബർക്ക അയാൾക്ക കിട്ടിവരുന്ന ഒരു മാസശമ്പളത്തിന്റെ ഇരട്ടിയിൽ അധികരിക്കുന്ന ഒരു സംഖ്യ കടംകൊടുക്കുന്നതല്ല.

(നോട്ട്) ഒരു വ്യക്തിക്ക ഈ നിബന്ധനയനുസരിച്ചുള്ള പരമാവധി നിബന്ധന ൪൪ (൧) ൪൪ എ. ഈ വകുപ്പുകൾ അനുസരിച്ചുള്ള വായ്പകളെ ബാധിക്കുന്നതല്ല.

൪൩. സംഘത്തിൽനിന്നു കൊടുക്കുന്ന എല്ലാ വായ്പകൾക്കും മാസം ഒന്നിന രൂപാക്കു മൂന്ന കാശുവീതം പലിശ ഈടാക്കേണ്ടതാകുന്നു. ഒന്നാമത്തെ മാസം കണക്കാക്കുന്നതു കടംകൊടുക്കുന്ന തീയതിമുതൽ അടുത്തമാസം ആ തീയതിവരെയുള്ള കാലത്തിനായിരിക്കും. ഒരു മാസത്തിന്റെ അംശം പതിനഞ്ചു ദിവസത്തിൽ അധികരിച്ചാൽ അതു ഒരു മുഴുവൻ മാസമായും പതിനഞ്ചു ദിവസമൊ അതിൽ കുറഞ്ഞൊ ആയാൽ അര മാസമായും കൂട്ടുന്നതാണ്.

൪൪. കടം വായ്പ താഴെ പറയുന്ന ഏതെങ്കിലുംവിധത്തിൽ കൊടുക്കപ്പെടും.—

## ക്യാഷ്ക്രഡിററ വായ്പകൾ.

൪൪. ബി. (൧) സംഘം തനതു അംഗങ്ങൾക്ക ക്യാഷ്ക്രഡിററ കൊടുക്കാമെന്നുള്ളതാകുന്നു. എന്നാൽ യാതൊരംഗത്തിനും ക്യാഷ്ക്രഡിററ തനിക്ക അവകാശമുണ്ടെന്നു വാദിക്കാവുന്നതല്ല.

(൨) വായ്പക്കാരന്റെയും ഒന്നൊ രണ്ടൊ മററംഗങ്ങളുടെ കൂട്ടായുംവെവ്വേറായുമുള്ള ഉത്തരവാദത്തിന്മേലൊ, ആ ബ്ലോക്കിൽ യാതൊരു ബാദ്ധ്യതയിലും ഉൾപ്പെട്ടിട്ടില്ലാത്ത വായ്പക്കാരന പൂർണ്ണാവകാശമുള്ള സ്ഥാവരവസ്തുവിന്റെ പണയത്തിന്മേൽ ആ വസ്തുവിന കിട്ടാവുന്ന തെളിപ്പുവിലയുടെ ൫൦ ശതമാനത്തിൽ കവിയാതെയും ക്യാഷ്ക്രഡിററ അനുവദിക്കാവുന്നതാണ്.

(൩) യാതൊരു അംഗത്തിനും ഒരു സമയത്തു ക്യാഷ്ക്രഡിററ വായ്പവകയിൽ .........രൂപയിൽ കവിഞ്ഞ കടബാദ്ധ്യത സംഘത്തിൽ ഉണ്ടായിരുന്നുകൂടാ.

(൪) ഒരു ക്യാഷ്ക്രഡിററിന്റെ കാലാവധി ഒരു കൊല്ലത്തിൽ കവിയുന്നതല്ലാത്തതും ഇടപാടുകൾക്ക അനുസരിക്കാത്തതും ആകുന്നു. ആയതു വീണ്ടും തുടരുന്നതിന മുൻകൂട്ടി അപേക്ഷിച്ചു അനുവാദം വാങ്ങേണ്ടതാണ്.

(൫) ഓരോ ആണ്ടിലും ക്യാഷ്ക്രഡിററിന്റെ പരമാവധി നിർണ്ണയിക്കുന്നതുകൂടാതെ അതിന നൽകീട്ടുള്ള ഉറപ്പിനെ സൂക്ഷ്മമായി പരിശോധിക്കയും ആവശ്യമെന്നുകണ്ടാൽ കൂടുതൽ ഉറപ്പുവാങ്ങുകയും ചെയ്യേണ്ടതാണ്.

(൩) ഒരുമാസത്തെ നോട്ടീസുകൊടുത്തു ഒരംഗത്തിനു അനുവദിച്ചിട്ടുള്ള ക്യാഷ്ക്രഡിററ് കുറയ്ക്കുന്നതിനൊ അവസാനിപ്പിക്കുന്നതിനൊ സംഘത്തിനു സ്വാതന്ത്ര്യമുണ്ട്.

(൪) ക്യാഷ്ക്രഡിററിനുള്ള പലിശ നൂറു ക മാസമൊന്നിനു … കാശായിരിക്കുന്നതും ആയതു … മാസത്തിലൊരിക്കൽ കൊടുക്കേണ്ടതുമാകുന്നു.

(൫) അനുവദിച്ചിട്ടുള്ള ക്യാഷ്ക്രഡിററിന്റെ പരിധിയൊന്നുമുതൽക്കുള്ള പലിശ അത്രയും തുക വാങ്ങിയാലും ഇല്ലെങ്കിലും, കൊടുക്കേണ്ടതും, പത്തിയൊന്നിൽ കവിഞ്ഞുവരുമ്പോൾ അതിൽപുള്ളക്കു തീയതിപടി പലിശകണക്കാക്കുന്നതുമാകുന്നു.

(൬) ക്യാഷ്ക്രഡിററു കണക്കിൻപ്രകാരം തുക പറവുന്നതും അതിനു നിശ്ചയിച്ചിട്ടുള്ള ഫാറത്തിൽ വേണ്ടതാകുന്നു. (നോട്ട്) നിബന്ധന ൨൨-ലെ വ്യവസ്ഥകൾ ക്യാഷ്ക്രഡിററുവായ്പകളേയും ബാധിക്കുന്നതാണ്.

൨൫. (എ) കടംവായ്പ അനുവദിക്കുന്നതിൽ സംഘത്തിൽ ഡിപ്പാസിററായി വെച്ചു സംഖ്യയെ പണയംകാണിച്ചു വായ്പ ചോദിക്കുന്നവർക്കു ഒരു പ്രധാന്യത ഉണ്ടായിരിക്കുന്നതാണ്. ശേഷം എല്ലാവായ്പകളും അവകൾ അനുവദിച്ച കാലക്രമം അനുസരിച്ചു കൊടുക്കേണ്ടതാണ്

(ബി) സംഘത്തിലേക്കു പണയപ്പെടുത്താൻ നിശ്ചയിക്കുന്ന എല്ലാ സ്ഥാവരവസ്തുക്കളേയും കമ്മിററിയിലെ രണ്ടു മെംബർമാരെങ്കിലും പരിശോധിക്കയും ആ വസ്തുക്കളുടെ മതിപ്പുവിലയേയും അവയിൽ എന്തെങ്കിലും അവകാശമുണ്ടെന്നു വിചാരിക്കുന്ന ആളുകളേയുംപററി കമ്മററിക്കു റിപ്പോർട്ടയക്കയും ചെയ്യേണ്ടതാകുന്നു. അപ്രകാരം റിപ്പോർട്ടയക്കുന്ന കമ്മററിമെംബർമാർ അതിൽ വല്ല തെററും ചെയ്കയും അതുനിമിത്തം സംഘത്തിനു നഷ്ടം ഉണ്ടാകയും ചെയ്യുന്നതായാൽ ആ നഷ്ടം റിപ്പോർട്ടുചെയ്ത കമ്മററിമെംബർമാരിൽനിന്നും ഈടാക്കുന്നതിനു പൊതുസംഘം ആജ്ഞാപിക്കാം.

(സി) സംഘത്തിലേക്കു പണയബാദ്ധ്യതയുള്ള എല്ലാ സ്ഥാവരവസ്തുക്കളേയും കൊല്ലത്തിൽ ഒരിക്കൽ എങ്കിലും പരിശോധിക്കുന്നതിനു കമ്മററിക്കാർക്കു ഏർപ്പാടുചെയ്യാം. ആ പരിശോധനയിൽ വസ്തുവിന്റെ വില കുറഞ്ഞുപോയതായി കാണപ്പെട്ടാൽ കൂടുതൽ വസ്തുജാമ്യമൊ ആൾജാമ്യമൊ ആവശ്യപ്പെടേണ്ടതാണ്.

(ഡി) ഒരു വീടൊ മററു കെട്ടിടമൊ സംഘത്തിലേക്കു പണയപ്പെടുത്തിട്ടുള്ള ഒരു മെംബർ അവയിൽ വല്ല ഭേദഗതികളും ചെയ്യണമെന്നു ആഗ്രഹിക്കുമ്പോൾ ആ വിവരം അയാൾ കമ്മററിയെ തെര്യപ്പെടുത്തി അപ്രകാരം നടത്തുന്നതിനു അവരുടെ അനുവാദം വാങ്ങിക്കേണ്ടതാകുന്നു. ആ ഭേദഗതികൾ തീരുന്നതുവരെ വേറെ തക്കതായ ജാമ്യത്തിനു കമ്മററിക്കാർക്കു ആവശ്യപ്പെടാം. എന്നാൽ ഒരു കെട്ടിടത്തിന്റെ മതിപ്പുവിലക്കു കുറയ്ക്കത്തക്കതായ യാതൊരു ഭേദഗതികളും ചെയ്യുന്നതിനു കമ്മററിക്കാർക്കു അനുവദിക്കാൻ പാടില്ല

൨൬. ഒരു കടംവായ്പ അടയ്ക്കേണ്ട തീയതിക്കുമുമ്പ കടംവാങ്ങിയ ആൾക്കു തന്റെ സൗകര്യംപോലെ ആ കടം മുഴുവനുമായോ അടയ്ക്കാവുന്നതാണ്. എന്നാൽ ഏതാനുമായി അടച്ചുതീർക്കുന്ന സംഖ്യ മുഴു രൂപ ആയിരിക്കേണ്ടതാകുന്നു. ഏതാനുമായി അടയ്ക്കുന്ന സംഖ്യ ഒരു മാസം ൧൫-ാം-നു-ക്കൊ അതിനുമുമ്പൊ ആയിരുന്നാൽ ശേഷംമുതലിനു ൧൬-ാം-തീയതിമുതൽ പലിശ കണക്കാക്കുന്നതും ൧൫-ാം-നു-ക്കു ശേഷമായിരുന്നാൽ അടുത്തമാസം ൧-ാം-നു-മുതൽ പലിശ കണക്കാക്കുന്നതുമാകുന്നു. ഒരു രൂപയിൽ കുറഞ്ഞുകൊണ്ടുവരുന്ന എല്ലാ തുകകളും സംഘം സ്വീകരിച്ചു അനാമത്തായി വെയ്ക്കുയും മുഴു രൂപ ആയി തികയുമ്പോൾ അയാളുടെ കണക്കിൽ കുറച്ചുമുതൽവെയ്ക്കുയും ചെയ്യപ്പെടും.

൨൭. കമ്മററിക്കാർ ഓരോ കടംവായ്പയും വീട്ടേണ്ടതിനുള്ള കാലാവധി ആ കടം വായ്പയുടെ ആവശ്യത്തിനെ അനുസരിച്ചു നിശ്ചയിക്കേണ്ടതാണ്. എന്നാൽ ൩൦-ാം നിബന്ധനയനുസരിച്ചു പ്രസിഡണ്ടു അനുവദിക്കുന്ന വായ്പകൾക്കുള്ള കാലാവധി പ്രസിഡണ്ടിനു നിശ്ചയിക്കാവുന്നതാണ്. മെംബറുടെ സ്ഥിതിയും കടത്തിന്റെ ഉപയോഗ

വും പരിഗണിച്ചു വായ്പകൾ ആണ്ടിൽ മൂന്നോ നാലോ ഗഡുക്കളായിട്ടോ മാസാന്തഗഡുക്കളിലായിട്ടോ തിരിച്ചുവീട്ടുന്നതിനു കമ്മററിക്കാർക്കു വ്യവസ്ഥചെയ്യാം.

(൧) കടംവാങ്ങുന്നയാളിന്റെ പേരിൽ വല്ല നിക്ഷേപവുമുണ്ടെങ്കിൽ അതിന്റെ ഉറപ്പിന്മേൽ ആവക നിക്ഷേപസംഖ്യയുടെ നൂററിനു ൯൦-ൽ കവിയാതെകണ്ടു്.

(൨) കടംവാങ്ങുന്ന ആളുടെയും അയാൾക്കു ജാമ്യമായി നിൽക്കുന്ന രണ്ടോ അതിലധികമോ മററു മെംബർമാരുടെയും കൂട്ടായും പ്രത്യേകമായും ഉള്ള ഉത്തരവാദിത്വത്തിന്മേൽ—എന്നാൽ ഒരു മെംബർക്കു ജാമ്യമായി നിൽക്കാൻ കഴിയുന്ന തുക സംഖ്യ ഓരോ ഓഹരിക്കു ഓഹരിവിലയുടെ പത്തുശതമാനത്തിൽ കവിഞ്ഞുകൂടുന്നതല്ല.

(൩) യാതൊരു ബാദ്ധ്യതയിലും ഉൾപ്പെട്ടിട്ടില്ലാത്തതും കടക്കാരനു പൂർണ്ണാവകാശമുള്ള സ്ഥാവരവസ്തുവിന്റെ പണയത്തിന്മേൽ ആ വസ്തുവിനു കിട്ടാവുന്ന മതിപ്പുവിലയുടെ നൂററിനു ൫൦-ൽ കവിയാതെകണ്ടു്.

(൪) ഗവണ്മെന്റു പ്രോനോട്ടുകളുടെയോ ഗവണ്മെന്റു സേവിംഗ്സ്ബാങ്ക് ഡിപ്പോസിററുകളുടെയോ പണയത്തിന്മേൽ.

(൫) ൫൩-ാം നിബന്ധനയിൽ പ്രസ്താവിച്ച കൂട്ടുകടം വായ്പയായും.

(൬) നിബന്ധന ൪൪ എ പ്രകാരമുള്ള സ്വർണ്ണപ്പണയത്തിന്മേൽ.

### സ്വർണ്ണപ്പണയവായ്പകൾ.

൪൪. എ. (൧) അംഗങ്ങളുടെ വക സ്വർണ്ണഉരുപ്പടികളുടെ പണയത്തിന്മേൽ സംഘത്തിന്റെ നോട്ടക്കാരൻ നിശ്ചയിക്കുന്ന വിലയുടെ ൬൦ ശതമാനത്തിൽ കവിയാതെകണ്ടു സിക്രിട്ടറിയുടെ ശിപാർശയിന്മേൽ പ്രസിഡണ്ടിനു വായ്പ അനുവദിക്കാവുന്നതാണ്. ഇങ്ങിനെ കൊടുക്കുന്ന വായ്പകൾ അനുമതിക്കായി അടുത്ത കമ്മിററിയോഗത്തിൽ സമർപ്പിക്കപ്പെടണം.

(൨) ഏതെങ്കിലും ഒരു അംഗത്തിനു ഇപ്രകാരം കൊടുക്കുന്നവായ്പകൾ ൧൦൦൦ രൂപയിൽ അധികരിക്കാൻപാടില്ലാത്തതും, ഒരു കൊല്ലത്തിനകം പലിശസഹിതം തവണകളായി വീട്ടേണ്ടതുമാകുന്നു. ഈ വായ്പകളുടെ പലിശനിരക്കു രൂപയ്ക്കു മാസമൊന്നിനു ൩ കാശായിരിക്കും.

(൩) കമ്മിററിക്കാർ അപ്പോഴപ്പോൾ നിശ്ചയിക്കുന്ന സെക്യൂരിററി വാങ്ങിക്കൊണ്ടു ഒരു നോട്ടക്കാരനെ നിയമിക്കേണ്ടതാകുന്നു

(൪) നോട്ടക്കാരൻ നിശ്ചയിക്കുന്ന വിലയെ സ്വീകരിക്കുന്നതിനോ, കുറയ്ക്കുന്നതിനോ കമ്മിററിക്കു അധികാരമുണ്ടെങ്കിലും അതു കൂട്ടുന്നതിനു അധികാരമില്ലാത്തതാകുന്നു.

(൫) നോട്ടത്തിലുള്ള പിശകുകൊണ്ടു സംഘത്തിനുണ്ടാകാവുന്ന നഷ്ടങ്ങൾക്കു നോട്ടക്കാരൻ ഉത്തരവാദിയായിരിക്കും.

(൬) പണയ ഉരുപ്പടികൾ പ്രസിഡണ്ടിന്റെയും സിക്രിട്ടറിയുടെയും അധീനതയിൽ ഇരിക്കേണ്ടതും അവർ ഈ കാര്യത്തിൽ ട്രസ്റ്റികളായിരിക്കുന്നതുമാകുന്നു. ഉരുപ്പടികൾ ഇവരുടെ വല്ലപ്പെട്ടിയിൽ സുരക്ഷിതമായി ഒരു മുറിയിൽ ഒരു സേഫിൽ ഭദ്രമായി സൂക്ഷിക്കേണ്ടതാകുന്നു.

(൭) ഉരുപ്പടികൾ വല്ല കാരണവശാലും നഷ്ടപ്പെട്ടുപോയാൽ കമ്മിററി സ്വീകരിച്ചിട്ടുള്ള മതിപ്പുവിലയിൽ കവിഞ്ഞ ഒരു തുക വായ്പക്കാരൻ അവകാശപ്പെട്ടുകൂടാത്തതാകുന്നു.

(൮) വായ്പയ്ക്കുശേഷം വല്ല കാരണവശാലും പണയഉരുപ്പടിയുടെ മതിപ്പുവില നിൽപ്പുവായ്പക്കു മതിയാകാതെവന്നാൽ, വായ്പക്കാരനോടു കൂടുതൽ ഉറപ്പു ആവശ്യപ്പെടേണ്ടതും അപ്രകാരം ഉറപ്പുതരാത്തപക്ഷം വായ്പകണക്കു അവസാനിപ്പിച്ചു തുക വസൂലാക്കാൻ വേണ്ട നടപടി എടുക്കേണ്ടതുമാകുന്നു.

(൧൯) മേൽപ്രകാരമോ നിബന്ധന ൧൭, ൧൮ ഈ വായ്പകൾ അനുസരിച്ചോ വായ്പക്കണക്കുകൾ അവസാനിപ്പിക്കേണ്ടിവന്നാൽ കമ്മിററിക്കാർക്കു പണയഉരുപ്പടികൾ പരസ്യമായി ലേലത്തിൽ വിൽക്കുന്നതിനു അധികാരമുണ്ടായിരിക്കുന്നതാണ്. എന്നാൽ ലേലംചെയ്യുന്നതിനെസംബന്ധിച്ചു കുറഞ്ഞതു പതിനഞ്ചു ദിവസത്തെ മുമ്പെങ്കിലും രേഖാമൂലമായ നോട്ടീസു വായ്പക്കാരനു കൊടുത്തിരിക്കുകയും ആയതു സംഘം ആഫീസിൽ പതിച്ചിരിക്കുകയും വേണം.

(൨൦) ലേലത്തിനുമുൻപു വായ്പക്കാരനോ അവനുവേണ്ടി മററാരെങ്കിലുമോ പലിശ ചിലവുകൾസഹിതം വായ്പത്തുക മുഴുവൻ അടക്കുന്നതായാൽ, ഉരുപ്പടികൾ തിരിച്ചുകൊടുക്കേണ്ടതും ആയവ ലേലംചെയ്വാൻ പാടില്ലാത്തതുമാകുന്നു.

(൨൧) പ്രസിഡണ്ടു, സിക്രട്ടറി ഇവരുൾപ്പെടെ മൂന്നു കമ്മററിഅംഗങ്ങളുടെ എങ്കിലും സാന്നിദ്ധ്യത്തിൽ അതിലേക്കു നിശ്ചയിച്ചിട്ടുള്ള സമയത്തും സ്ഥലത്തും വെച്ചു ലേലം നടത്തേണ്ടതും ഈടാക്കാനുള്ള തുകകൾ വസൂലാക്കിയതിനുശേഷം, ബാക്കി ഉള്ളതുണ്ടെങ്കിൽ വായ്പക്കാരനു ചെല്ലുവാനുള്ളതായി സംഘത്തിൽ നിക്ഷേപിക്കേണ്ടതുമാകുന്നു. ഈ തുകയ്ക്കു പലിശ കിട്ടുന്നതല്ല. ഈ വിവരം സംഘം വായ്പക്കാരനെ ഉടൻതന്നെ അറിയിക്കേണ്ടതാകുന്നു. വില്പനയിൽനിന്നും സംഘത്തിനു ഉണ്ടാകുന്ന നഷ്ടത്തിനു വായ്പക്കാരൻ ഉത്തരവാദിയായിരിക്കുന്നതാണ്.

(൨൨.) സംഘം ഒരു പണയരജിസ്റ്റർ, സകലവിവരങ്ങളും എഴുതിച്ചേർത്തു സൂക്ഷിക്കേണ്ടതാകുന്നു.

(൨൩) കമ്മിററിക്കാർ സംഘത്തിൽ സൂക്ഷിച്ചിരിക്കുന്ന പണയ ഉരുപ്പടികളെ മാസത്തിലൊരിക്കലെങ്കിലും തിട്ടപ്പെടുത്തുന്നതിനു ഒരു വ്യവസ്ഥചെയ്യേണ്ടതാകുന്നു.

(൨൪) കടംവാങ്ങുന്ന ആളുകൾ ഒടുക്കി അടപ്പാനുള്ള തവണയെ നല്ലവണ്ണം ആലോചിച്ചു മുമ്പുകൂട്ടി നിശ്ചയിക്കേണ്ടതാകുന്നു. ഒരു കടംവീട്ടേണ്ടതിനുള്ള കാലാവധിയും തവണകളുടെ തുകയും തീയതിയും പ്രമാണത്തിൽ വ്യക്തപ്പെടുത്തി കാണിക്കേണ്ടതാകുന്നു. ഇങ്ങനെ കാണിക്കുന്നതിൽ അസൽ സംഖ്യയിലെ വല്ല തവണയോ പലിശയോ ശരിയായി അടക്കേണ്ടുന്ന തീയതിക്കു അടയ്ക്കപ്പെടാതിരുന്നാൽ സംഖ്യമുഴുവനും വസൂലാക്കുന്നതാണെന്നുള്ള നിശ്ചയവും കൂടി ഉണ്ടായിരിക്കേണ്ടതാണ്.

(൨൫) തവണ വീഴ്ചവരുത്തുന്ന ഒരു വായ്പക്കാരനു കുടിശ്ശിക മുഴുവനും അടച്ചുതീർക്കുന്നതുവരെ മെമ്പരുടെ (അവകാശം അതായതു വായ്പ അപേക്ഷിക്കുന്നതിനും വായ്പകളിൽ ജാമ്യം നിൽക്കുന്നതിനും ഉള്ള അവകാശം) തീരെ നിന്നുപോകുന്നതാകുന്നു.

(൨൬) വാസ്തവത്തിലുള്ള ബുദ്ധിമുട്ടുകൊണ്ടു കടംവായ്പയുടെ തവണ ശരിയായി അടക്കാൻ ശേഷിയില്ലാത്ത ഒരു കടംവായ്പക്കാരനു വീഴ്ചവരുത്തുന്ന തീയതിമുതൽ ഒരു മാസത്തിനകം കാലാവധി നീട്ടികിട്ടുന്നതിനു അപേക്ഷകൊടുക്കാവുന്നതും കമ്മററിക്കാർക്ക് ഓരോസംഗതിയിലും യുക്തംപോലെ വ്യവസ്ഥകൾചെയ്തു കാലാവധി നീട്ടിക്കൊടുക്കാവുന്നതുമാകുന്നു. കാലാവധി നീട്ടിക്കൊടുക്കുന്നപക്ഷം ആ കടംവായ്പ ഒരു കുടിശ്ശികയായിട്ടു വിചാരിക്കുന്നതല്ല. ഇപ്രകാരം അനുവദിക്കുന്ന എല്ലാ സംഗതികളെയും [illegible]ത്തിൽ കാണിച്ചു രജിസ്ട്രാർ അവർകൾക്കു റിപ്പോർട്ടുചെയ്യേണ്ടതാണ്.

(൨൭) മേൽ വിവരിച്ചപ്രകാരം കാലാവധി നീട്ടിക്കിട്ടേണ്ടതിനു അപേക്ഷിക്കാതെയും അപേക്ഷിച്ചു കമ്മററിക്കാർ അതു അനുവദിക്കാതെയും ഇരിക്കുമ്പോൾ ആ കടം കണക്കു ഉടൻ അവസാനിപ്പിക്കേണ്ടതാണ്.

(൨൮) വായ്പകൾ വീട്ടേണ്ടതിനുള്ള കാലാവധി നിർണ്ണയിക്കുന്നതിൽ അവയെ സ്വല്പകാലത്തേക്കുള്ള കടങ്ങൾ എന്നും മദ്ധ്യകാലത്തേക്കുള്ള കടങ്ങൾ എന്നും വേർതിരിക്കേണ്ടതാണ്.

സ്വല്പകാലത്തേക്കുള്ള കടങ്ങൾ, സർക്കാർ കരം അടക്കേണ്ടതിലേക്കോ [illegible]ച്ചിലവിലേക്കോ വിത്തു വാങ്ങേണ്ടതിലേക്കോ കൃഷിച്ചിലവിലേക്കോ ഈവക മററു താൽക്കാ

ധികമായ ചിലവിലേയ്ക്കു കടം ആവശ്യപ്പെടുന്നപക്ഷം ആ കടങ്ങളെ സ്വല്പകാലത്തേക്കുള്ള കടങ്ങളെന്നു തീർച്ചപ്പെടുത്തി അടുത്ത പിരിവെടുപ്പിന്റെ വരവിൽനിന്നു പതിരികേണ്ടതാകുന്നു. ഈ വിധം കടങ്ങൾക്കു നീട്ടിക്കൊടുക്കുന്നതുൾപ്പെടെ കാലാവധി ആറു മാസത്തിൽ അധികരിക്കാൻ പാടില്ല.

മദ്ധ്യകാലത്തേക്കുള്ള കടങ്ങൾ. വീട്ടുകൾ പണിയിക്കുന്നതിനും കന്നുകാലിയെയോ വണ്ടിയോ വള്ളമോ വാങ്ങുന്നതിനും കിണർകുഴിക്കയും ഭൂമി വാങ്ങുകയും ചെയ്യുന്ന മററു കാര്യങ്ങൾക്കും വാങ്ങുന്നകടങ്ങളെ മദ്ധ്യകാലാവധികടങ്ങൾ എന്നു നിശ്ചയിക്കേണ്ടതും കടം വാങ്ങുന്ന ആൾക്കു മടക്കിയടപ്പാനുള്ള ത്രാണിയെ നല്ലവണ്ണം ആലോചിച്ചു ഗഡുക്കളായി ൧ മുതൽ ൩ വരെ കൊല്ലങ്ങൾക്കുള്ളിൽ മടക്കി അടപ്പാൻ കമ്മററിക്കാർക്കു അനുവദിക്കാവുന്നതും ആകുന്നു. ഗഡുക്കൾ നിശ്ചയിക്കുന്നതു കഴിയുന്നിടത്തോളം കൃഷിവക ഉൽപ്പത്തികൾ വിൽക്കുന്ന കാലത്തോടൊ അല്ലെങ്കിൽ കടം വാങ്ങുന്ന ആൾക്കു മടക്കി അടപ്പാൻ സാധിക്കുന്ന കാലത്തോടോ യോജിച്ചിരിക്കണം. ഈ വിധം കടങ്ങൾക്കു നീട്ടിക്കൊടുക്കുന്നതുൾപ്പെടെ കാലാവധി നാലു കൊല്ലത്തിൽ അധികരിക്കാൻ പാടില്ല.

൪൯. ഒരു മെമ്പറോ മുമ്പു മെമ്പറായിരുന്ന ഒരാളോ സംഘത്തിലേയ്ക്കു കൊടുത്തിട്ടുള്ള ഓഹരിപ്പണവും നിക്ഷേപവും മററു വല്ല സംഖ്യയും ഉണ്ടെങ്കിൽ അതും ആ മെമ്പറിൽനിന്നോ അല്ലെങ്കിൽ മെമ്പറായിരുന്ന ആളിൽനിന്നോ വല്ല കടവും സംഘത്തിലേയ്ക്കു ഈടാകാനുണ്ടെങ്കിൽ ആ തുകയ്ക്കു തീർച്ച ഉണ്ടായിരിക്കും. മെമ്പറോ അല്ലെങ്കിൽ മെമ്പറായിരുന്ന ആളോ അടച്ച ഓഹരിപ്പണത്തിന്റെയും നിക്ഷേപത്തിന്റെയും മററു വല്ല സംഖ്യ ഉണ്ടെങ്കിൽ അതിന്റെയും ഏതെങ്കിലും ഒരു ഭാഗമോ മുഴുവനുമോ സംഘത്തിലേയ്ക്കു അവരിൽനിന്നും ഈടാകാനുള്ള തുകയ്ക്കു പിടിച്ചെടുക്കുന്നതിനു സംഘത്തിനു സ്വാതന്ത്ര്യമുണ്ടായിരിക്കും.

൫൦. ഒരു മെമ്പർ സംഘത്തിലേയ്ക്കു കൊടുക്കേണ്ടതായ തുകയ്ക്കു വല്ല സംഖ്യയും അടയ്ക്കുമ്പോൾ ആയതു താഴെ കാണിക്കുന്നപ്രകാരം കണക്കിൽ ചേർക്കേണ്ടതാണ്:

ഒന്നാമതായി അയാൾ കൊടുപ്പാനുള്ള ഫീസ്, അച്ചടിച്ചിലവു, രജിസ്റ്റർച്ചെലവു മററു പലതരം ചെലവുകളിലേയ്ക്കു.

രണ്ടാമതായി അയാൾ അടപ്പാനുള്ള പലിശവകയിലേയ്ക്കു.

മൂന്നാമതായി വായ്പ മുതലിലേയ്ക്കു.

നാലാമതായി ഓഹരി തവണകളിലേയ്ക്കു.

സംഘത്തിന്റെ അഭിപ്രായമുള്ളപക്ഷം രജിസ്ത്രാർ അവർകളുടെ അനുമതിയോടുകൂടി താഴെ പറയുന്ന നിബന്ധന ഇതിനു പകരം സ്വീകരിക്കാം. ഒരു അംഗം സംഘത്തിലേക്കു കൊടുക്കേണ്ടതായ തുകയ്ക്കു വല്ല സംഖ്യയും അടയ്ക്കുമ്പോൾ അതു ആദ്യമായി അയാളിൽനിന്നും ഈടാകാനുള്ള ഫീസ്, രജിസ്റ്റർചെലവു മുതലായ വകകളിലേക്കും, ബാക്കിതുക മുതലിലും പലിശയിലും സമഭാഗങ്ങളായും വരവുവെക്കേണ്ടതാകുന്നു. ഈ നിബന്ധനപ്രകാരം വരവുവെക്കുന്ന തുക ഒരിക്കലും മുതലിൽ മുഴുവനും ആയിരിക്കണമെന്നും പലിശയിൽ ഒരിക്കലും അധികമായ പലിശ ആയിരിക്കാൻ പാടില്ലാത്തതും ആകുന്നു. വായ്പ മുതൽ തിരിച്ചടയുന്നതോടുകൂടി പലിശ മുഴുവനും വസൂൽചെയ്തിരിക്കേണ്ടതാകുന്നു.

൫൧. ഒരു കടം ദുരുപയോഗപ്പെടുത്തിയിരിക്കുന്നു എന്ന സംഗതിയാൽ കമ്മററിക്കാർ ൪൭-ാം നിബന്ധനപ്രകാരം ആ കടംവായ്പയെ ദുർബ്ബലപ്പെടുത്തിയാൽ ആ കടംവായ്പ ഉടനെ അവസാനിപ്പിക്കണം. ഇതുപ്രകാരമൊ അല്ലെങ്കിൽ ൪൮-ാം നിബന്ധനപ്രകാരമോ ഒരു കണക്കു അവസാനിപ്പിച്ചാൽ ആ വിവരത്തെയും കണക്കു അവസാനിപ്പിക്കുന്ന തീയതിവരെയുള്ള പലിശയുൾപ്പെടെ അയാളുടെ പേരിൽ ബാക്കി നില്ക്കുന്ന സംഖ്യയെപ്പററിയും കമ്മററിക്കാർ കടംവായ്പ വാങ്ങിയ ആൾക്കും അയാളുടെ ജാമ്യക്കാർക്കും നോട്ടീസു കൊടുക്കുകയും വേണം. വായ്പക്കാരനിൽനിന്നും വരുവാനുള്ള സംഖ്യ വസൂൽചെയ്യേണ്ടതിനായി ഉടനെ ഏർപ്പാടുചെയ്യേണ്ടതും ആകുന്നു.

൫൧. ജാമ്യംനിന്ന ഒരാൾ മരിച്ചുപോകയൊ അല്ലെങ്കിൽ ൪, ൯ ഈ നിബന്ധനകൾപ്രകാരം മെംബർസ്ഥാനം നിന്നുപോകയൊ തന്നിമിത്തം അയാളുടെ പേർ മെംബർമാരുടെ പട്ടികയിൽനിന്നു നീക്കംചെയ്യുകയൊ ചെയ്താൽ കമ്മററിക്കാർ കടംവാങ്ങിയ ആളിനോടു ഉടൻതന്നെ നാളതു പലിശസഹിതം മുതൽ തിരികെ വീട്ടുന്നതിനൊ അല്ലെങ്കിൽ ഒരു പുതിയ ജാമ്യക്കാരനെ ഹാജരാക്കാനൊ ആവശ്യപ്പെടേണ്ടതാണ്. പുതിയ ജാമ്യംകൊണ്ടുവരാതിരിക്കയൊ കമ്മററി നിശ്ചയിക്കുന്ന അവധികളിൽ കടം വായ്പ മടക്കിക്കൊടുക്കുവാൻ വേണ്ടുന്ന ഏർപ്പാടു ചെയ്യാതിരിക്കയൊ സ്ഥാവരവസ്തു ഈടിന്മേൽ സംഘത്തിൽനിന്നു കടം എടുത്തിട്ടുള്ള ഒരു മെംബർ ആ വസ്തുവിനെ ഈടുവച്ചു വേറെ കടം വാങ്ങുകയൊ കമ്മററിയുടെ അനുവാദംകൂടാതെ അതിനെ വില്ക്കുകയൊ ചെയ്യുന്നപക്ഷം അയാളുടെ കടംവായ്പ കണക്കിനെ ഉടൻതന്നെ അവസാനിപ്പിക്കേണ്ടതും ൫൦-ാം നിബന്ധനയിൽ പറഞ്ഞപ്രകാരം പ്രവൃത്തിക്കേണ്ടതുമാകുന്നു.

൫൨. ഒരു മെംബർക്കു മെംബർ പദത്തിനുള്ള യോഗ്യത എപ്പോഴെങ്കിലും പൊയ്പോകയും തന്നിമിത്തം അയാളുടെ പേരു ൧-ാമത്തേയൊ ൯-ാമത്തേയൊ നിബന്ധനപ്രകാരം മെംബർമാരുടെ പട്ടികയിൽനിന്നു നീക്കംചെയ്യേണ്ടിവരികയൊ അല്ലെങ്കിൽ ൩൩-ാം നിബന്ധനപ്രകാരം ഒരു മെംബറെ തള്ളിക്കളയേണ്ടിവരികയൊ ചെയ്താൽ അങ്ങിനെയുള്ള മെംബർ സംഘത്തിലേക്കു വല്ല കടംവായ്പയും കൊടുപ്പാനുണ്ടെങ്കിൽ ആ കടംവായ്പയ്ക്കു അനുവദിച്ച അവധിനോക്കാതെ കടംവായ്പ കണക്കു ഉടനെ അവസാനിപ്പിക്കേണ്ടതും അയാളുടെ പേരിൽ കടംവായ്പ കണക്കു അവസാനിപ്പിച്ചു തീയതിക്കു ബാക്കി കാണുന്ന പലിശ ഉൾപ്പെടെയുള്ള സംഖ്യ പിരിക്കേണ്ട വഴികൾ നോക്കേണ്ടതും ആകുന്നു.

## കൂട്ടുകടംവായ്പ.

൫൩. അഞ്ചൊ അതിലധികമൊ മെംബർമാരുടെ (അതാതു സമയങ്ങളിൽ തീർച്ചപ്പെടുത്തുന്ന ഫാറത്തിൽ എഴുതിയതായ) അപേക്ഷപ്രകാരം കമ്മററിക്കാർക്കു അപ്രകാരം അപേക്ഷിക്കുന്ന മെംബർമാർക്കു വളം, വിത്തു മുതലായതും കൃഷിസംബന്ധമായും വീട്ടുസംബന്ധമായും ഉള്ള മററു ആവശ്യാർത്ഥങ്ങളും വാങ്ങിക്കൊടുക്കേണ്ടതിനു അപ്പപ്പോൾ കമ്മററിക്കാർ ഉണ്ടാക്കുന്ന ചട്ടങ്ങൾക്കനുസരിച്ചു ഒരു കൂട്ടായ കടംവായ്പ അനുവദിക്കാവുന്നതാണ്.

എന്നാൽ—

(൧) കൂട്ടായ ഒരു കടംവായ്പ വാങ്ങുന്നതിനു ൫-ൽ കുറയാതെയും ൨൦-ൽ അധികരിക്കാതെയും എണ്ണം മെംബറന്മാർ ഉണ്ടായിരിക്കണം.

(൨) ഒരു കൂട്ടായ കടംവായ്പയുടെ കാലം ൧൫ മാസത്തിൽ അധികരിപ്പാൻ പാടുള്ളതല്ല.

(൩) ഒരു കൂട്ടായ കടംവായ്പയുടെ ആകത്തുക ൧,൦൦൦ രൂപയിൽ അധികരിച്ചുകൂടാത്തതാണ്. എന്നാൽ അപേക്ഷിക്കുന്ന മെംബറന്മാരുടെ ഓരോ ഓഹരിക്കുമുള്ള വില സംഖ്യയുടെ അഞ്ചിരട്ടിയിൽ അധികരിച്ച സംഖ്യ കൊടുക്കുന്നതല്ല.

(൪) കൂട്ടായി കടംവായ്പ വാങ്ങുന്ന ഓരോ ആളും അയാൾക്കു ആവശ്യമുള്ള വളം, വിത്തു മുതലായതും മററു ആവശ്യമുള്ള സാധനങ്ങളും എത്രവേണമെന്നും എന്തോളം അതിനു വില കൊടുക്കേണ്ടിവരുമെന്നും അപേക്ഷയിൽ കാണിക്കണം. എന്നുമാത്രമല്ല പൊടുന്നനവെ ഉണ്ടാവുന്ന വേറെ ചിലവുകളിൽ കമ്മററി തീർച്ചപ്പെടുത്തുന്ന തോതുപ്രകാരം അടയ്ക്കുവാൻ ഓരോ മെമ്പർ ഏൽക്കുകയും വേണം.

(൫) കൂട്ടുകടംവായ്പയിലെ മെമ്പറന്മാരിൽ ആരെങ്കിലും അവർ ചെയ്ത നിശ്ചയങ്ങൾപ്രകാരം നടക്കാത്ത ഹേതുവാൽ വല്ല നഷ്ടവും നേരിട്ടാൽ അതിനു അവർ ഓരോരുത്തരായൊ കൂട്ടായൊ ഉത്തരവാദിയായിരിക്കുന്നതല്ലാതെ സംഘത്തിനു ഒന്നാകെ യാതൊരു ഉത്തരവാദിത്വവും ഇല്ലാതിരിക്കുന്നതും ആണ്.

(ഗ) ഇങ്ങനെ കൊടുക്കുന്ന കടംവായ്പകളെ സംബന്ധിച്ചു പൊതുവായ ചട്ടങ്ങൾ അതാതു മെംബർമാർ കടംവായ്പകൾ അടയ്ക്കുന്ന പണത്തെ കഴിയുന്നിടത്തോളം സംബന്ധിച്ചിരിക്കും. അതിന്മേൽ കൊടുക്കുന്ന പലിശ കൂട്ടായ കടംവായ്പ കൊടുക്കേണ്ടതിനു സംഘം ഏതു തീയതിക്കു കടംവാങ്ങുന്നുവോ ആ തീയതി മുതൽക്കു കൊടുക്കേണ്ടതും ആണ്.

(ഘ) സാമാനങ്ങൾ വിലയ്ക്കു വാങ്ങി അതു വീതിച്ചു കൊടുക്കുന്നതു് ഒരു സബ് കമ്മറ്റി നടത്തേണ്ടതാണ്. സബ് കമ്മറ്റിയിൽ സംഘം വക കമ്മറ്റിയിലെ ഒരു മെമ്പറും കൂട്ടായി, കടംവായ്പ വാങ്ങുന്നവർ അവരുടെ ഇടയിൽനിന്നും തിരഞ്ഞെടുക്കുന്ന ഒരു മെമ്പറും ഉണ്ടായിരിക്കുന്നതാണ്.

(ങ) സബ്കമ്മറ്റിയിലെ മെമ്പറന്മാർ തമ്മിൽ അഭിപ്രായ വ്യത്യാസങ്ങൾ വരുമ്പോൾ ആ സംഗതികളിൽ കമ്മറ്റിക്കാരുടെ തീർപ്പു അവസാന തീർപ്പാകുന്നതാണ്.

(ച) കമ്മറ്റിക്കാരുടെ സമ്മതത്തോടുകൂടി സബ്കമ്മറ്റിക്കാർക്കു കമ്മറ്റിക്കാർ അനുവദിച്ചു കൂട്ടുകടംവായ്പയോടു കൂട്ടുകടംവായ്പനിലെ മെമ്പറന്മാരുടെ പക്കൽനിന്നു ഒരു വരിസംഖ്യ പിരിച്ചുചേർക്കാൻ അധികാരമുള്ളതാണ്. എന്നാൽ അങ്ങനെ വാങ്ങിയ സാധനങ്ങളിന്മേൽ കൂട്ടായി അനുവദിച്ചു കടം സംഖ്യയോളവും അതിനു വല്ല താൽക്കാലികമായ ചിലവുണ്ടായിട്ടുണ്ടെങ്കിൽ ആ സംഖ്യയോളവും സംഘത്തിനു ഒരു മുന്നവകാശമുണ്ടായിരിക്കുന്നതാണ്.

## കൂട്ടായി വിലയ്ക്കുവാങ്ങലും വില്ക്കലും.

൪൭. (ക) മെമ്പർമാരുടെ കൃഷി ആവശ്യത്തിനും വീട്ടുവക ആവശ്യത്തിനും മറ്റു വേറെ ആവശ്യങ്ങൾക്കും ഉള്ളതായി സാമാനങ്ങൾ ഒന്നായി കമ്മറ്റിക്കാർക്കു വിലയ്ക്കു വാങ്ങാവുന്നതാണ്. എന്നാൽ അങ്ങനെ വാങ്ങുന്നകാര്യത്തിൽ സംഘം ഒരു ഏജൻറായി നിൽക്കുന്നതല്ലാതെ ഏർപ്പാടിന്മേൽ വല്ല നഷ്ടവും ഉണ്ടായാൽ അതിന്നു ഉത്തരവാദിയാകുന്നതല്ല. രൊക്കം പണം കൊടുപ്പാൻ കഴിയുന്നവർക്കോ അല്ലെങ്കിൽ ആ ആവശ്യത്തിനു സംഘത്തിൽനിന്നും ഒരു കടം അനുവദിച്ചുകിട്ടുവാൻ ഇടയുള്ളവർക്കോ ആവശ്യമായ സാധനങ്ങൾ മാത്രമേ വിലയ്ക്കു വാങ്ങാൻ പാടുള്ളൂ. ഈ ഇടപാടുകളെ സംബന്ധിച്ചു കണക്കുകൾ രജിസ്ട്രാർ അവർകൾ തീർച്ചപ്പെടുത്തുന്ന ഫാറങ്ങളിൽ എഴുതിവയ്ക്കേണ്ടതാകുന്നു. ഇപ്രകാരം വിലയ്ക്കു വാങ്ങുന്നതിനെ സംബന്ധിച്ചു ഉപനിബന്ധനകൾ രജിസ്ട്രാർ അവർകളുടെ സമ്മതത്തോടുകൂടെ കമ്മറ്റിക്കാർക്കു ഉണ്ടാക്കാവുന്നതാണ്.

(ഖ) ഏതൊരു മെമ്പരുടെയും അപേക്ഷപ്രകാരം അവരുടെ ഉല്പന്നങ്ങളെ കൂട്ടായി വില്പിച്ചുകൊടുപ്പാൻ കമ്മറ്റിക്കാർക്കു അധികാരമുള്ളതാകുന്നു. എന്നാൽ അങ്ങനെ വില്പിക്കാൻ ഏല്ക്കുന്നതിൽ മെമ്പർമാരുടെ ഒരു ഏജൻറായി മാത്രം നിൽക്കുന്നതും ഇടപാടിൽ ഉണ്ടാകുന്ന നഷ്ടങ്ങൾക്കു ബാദ്ധ്യത ഇല്ലാതിരിക്കുന്നതും ആകുന്നു.

## ലാഭം.

൪൮. (ക) രജിസ്ട്രാർ അവർകൾ കൊല്ലന്തോറും അനുവദിച്ചു പരസ്യമാക്കിയ പ്രകാരമുള്ള ലാഭത്തിന്റെ പത്തിലൊന്നിൽ കുറയാത്ത ഒരു ഭാഗം സംഘത്തിന്റെ കരുതൽധനമായി നീക്കിവയ്ക്കേണ്ടതാകുന്നു.

(ഖ) കരുതൽധനത്തിനു നീക്കിവച്ചശേഷം ലാഭത്തിന്റെ അഞ്ചിലൊന്നിൽ കവിയാത്ത ഒരു സംഖ്യ കമ്മറ്റിക്കാർ രജിസ്ട്രാർ അവർകളുടെ അനുമതിയോടുകൂടി അതിലേക്കു ഉണ്ടാക്കുന്ന ഉപചട്ടങ്ങൾ അനുസരിച്ചു സെക്രട്ടറിക്കും കമ്മിറ്റിയിലെ മറ്റംഗങ്ങൾക്കും ബോണസ്സായി വീതിക്കാവുന്നതാണ്.

(ഗ) ബാക്കി ലാഭത്തിൽനിന്നു അടച്ചിട്ടത്തോളമുള്ള ഓഹരിസംഖ്യക്കു അവയുടെ ൰ ശതമാനത്തിൽ (ആണ്ടേയ്ക്കു) കവിയാത്ത ലാഭാംശമായി വീതിക്കാവുന്നതാകുന്നു.

(ജ) ബാക്കിയിൽനിന്നു ലാഭത്തിന്റെ ഏഴര ശതമാനത്തിൽ കവിയാതെയുള്ള ഒരു തുക ൧൦൮൦-ാമാണ്ടത്തെ ൨-ാം ആക്ടിന്റെ ൨-ാം വകുപ്പിൽ വിവരിച്ചിട്ടുള്ളതും ധർമ്മവിഷയമായുള്ളതുമായ ഒരു പൊതുജന ഫണ്ടിലേക്കായി പൊതുയോഗത്തിന്റെ ഇഷ്ടപ്രകാരം നീക്കിവയ്ക്കാവുന്നതാണ്.

(ഝ) ബാക്കിയിൽനിന്നും ലാഭത്തിന്റെ ............ശതമാനത്തിൽ കവിയാത്ത ഒരു തുക പൊതുയോഗനിശ്ചയമനുസരിച്ച് സംഘത്തിന്റെ ഒരു കെട്ടിടഫണ്ടായി നീക്കിവെക്കാവുന്നതാകുന്നു.

(ഞ) ലാഭത്തിന്റെ .... ..........ശതമാനത്തിൽ കവിയാത്ത ഒരു തുക ലാഭസമീകരണ ഫണ്ടായി നീക്കിവെക്കാവുന്നതാകുന്നു.

(ട) വീതിക്കാതെ ലാഭത്തിൽ ബാക്കിയുള്ള സംഖ്യ കരുതൽധനത്തിലേക്കു ചേർക്കണം.

വീതിക്കാനോ കൊടുത്തുതീർക്കാനോ നിവൃത്തിയില്ലാത്ത ലാഭം മുഴുവൻ കരുതൽധനത്തിലേക്കു ചേർക്കേണ്ടതാണ്.

## കരുതൽധനം.

൩൯. — (൧) രജിസ്ട്രാർ അവർകൾ നിർണ്ണയിക്കുന്നപ്രകാരം കരുതൽധനത്തെ ഉപയോഗിക്കേണ്ടതാകുന്നു. അതു മുഴുവൻ ഒന്നായി നിൽക്കേണ്ടതും പിരിച്ചുകൂടാത്തതുമാണ്. അതു സംഘത്തിനു വരാവുന്നതും വിചാരിക്കാതെ നേരിടുന്ന നഷ്ടങ്ങൾ തീർപ്പാനായി ഉദ്ദേശിക്കപ്പെട്ടിട്ടുള്ളതും ആകുന്നു. യാതൊരു അംഗത്തിനും അതിൽ ഒരു പ്രത്യേക ഓഹരിക്കു അവകാശം പറഞ്ഞുകൂടുന്നതല്ല. രജിസ്ട്രാർ അവർകളുടെ അനുവാദം കൂടാതെ അതു ഉപയോഗപ്പെടുത്തിക്കൂടാത്തതുമാകുന്നു.

(൨) ഒരു സംഘം പിരിയുമ്പോൾ അതിലെ കരുതൽധനം സംഘത്തിലെ മററു ഫണ്ടുകളോടുകൂടി ചേർത്തു ലിക്വിഡേറ്റർ താഴെ പറയുന്നവയ്ക്കു ഉപയോഗപ്പെടുത്തേണ്ടതാണ്.

i. സംഘത്തിന്റെ ബാദ്ധ്യത തീർക്കുന്നതിൽ സംഘാംഗങ്ങളിൽ ഓരോരുത്തരുടെയും ബാദ്ധ്യത ഈടാക്കിയതിനുശേഷം ബാക്കിയുള്ളതു കൊടുത്തുതീർക്കുന്നതിനും,

ii. അടച്ചിട്ടുള്ള ഓഹരിമൂലധനം തിരിച്ചുകൊടുക്കുന്നതിനും,

iii. അപ്രകാരമുള്ള ഓഹരിമൂലധനത്തിന്മേലുള്ള ലാഭം കൊടുക്കാത്ത കാലത്തേയ്ക്കോ കാലങ്ങളിലേയ്ക്കോ ആണ്ടൊന്നുക്കു ൧൦ ശതമാനത്തിൽ കവിയാതെ ലാഭം കൊടുക്കുന്നതിനും.

(൩) ൨-ാം ഉപവകുപ്പുപ്രകാരം കൊടുത്തുതീർത്തതിനുശേഷം ബാക്കിയുള്ള തുക പൊതുയോഗം തീർച്ചപ്പെടുത്തുന്നതും രജിസ്ട്രാർ അവർകൾ അനുവദിക്കുന്നതും ആയ പൊതുജനത്തിനായുള്ള ഉദ്ദേശ്യങ്ങൾക്കായി ഉപയോഗപ്പെടുത്തേണ്ടതാണ്. സംഘം പിരിഞ്ഞു മൂന്നുമാസത്തിനകം രജിസ്ട്രാർ അവർകൾ അനുവദിക്കുന്നതായ ഒരു കാര്യം പൊതു അംഗങ്ങൾ നിശ്ചയിക്കാത്ത സംഗതിയിൽ ഫണ്ടിനെ മേൽപറഞ്ഞതായ അംശം അടുത്തുള്ള സഹകരണ സംഘങ്ങളെ സഹായിക്കുന്നതിനു ഉപയോഗപ്പെടുത്തുകയോ അല്ലെങ്കിൽ അതേ പ്രവൃത്തനപരിധിയോടുകൂടി ഒരു സഹകരണസംഘം രജിസ്റ്റർ ചെയ്യുന്നവരെ മറ്റൊരു സഹകരണബാങ്കിലേക്കോ അല്ലാതെയോ ഇടുകയോ ചെയ്യുന്നതിനു രജിസ്ട്രാർ അവർകൾക്കു അധികാരം ഉണ്ടായിരിക്കുന്നതാണ്. മേൽപറഞ്ഞവിധം ഒരു സംഘം സ്ഥാപിതമാകുമ്പോൾ ഫണ്ടിനെ അപ്രകാരമുള്ള സംഘത്തിന്റെ കരുതൽധനത്തിൽ ചേർക്കേണ്ടതാകുന്നു.

൪൦. സംഘത്തിന്റെ പ്രവൃത്തിയിൽനിന്നും ഏതെങ്കിലും ഒരു സ്ഥലത്തെ വേർപെടുത്തി ആ സ്ഥലത്തേക്കു പുതിയ ഒരു സംഘം രജിസ്റ്റർചെയ്യുന്നതിനു പൊതുയോഗം തീരുമാനിക്കുകയാണെങ്കിൽ സംഘത്തിന്റെ കരുതൽധനത്തിൽനിന്നും ഒരുഭാഗം ആ പുതിയ സം

സംഘത്തിലേക്കു തുക കൈമാററം ചെയ്യുന്നതിനു ആ പൊതുയോഗം തീരുമാനിക്കേണ്ടതും രജിസ്ത്രാർ അവർകളുടെ അനുവാദത്തോടുകൂടി ടി കൈമാററം ചെയ്യേണ്ടതുമാകുന്നു.

## പലവക.

**൫൮.** സഹകരണസംഘം രജിസ്ത്രാർ അവർകളുടെ മുൻകൂട്ടിയുള്ള അനുവാദം കൂടാതെ ഒരു നിബന്ധന ഭേദപ്പെടുത്തുകയോ, മാററുകയോ, ദുർബലപ്പെടുത്തുകയോ ഒരു പുതിയ നിബന്ധന ഏർപ്പെടുത്തുകയോ ചെയ്തുകൂടുന്നതല്ല. നിബന്ധന മാററുകയോ ഭേദപ്പെടുത്തുകയോ ചെയ്യുന്നതു സംഘം വാങ്ങിയ കടങ്ങൾക്കു മെംബർമാർക്കുള്ള ബാദ്ധ്യതയുടെ സ്വഭാവത്തെയും ആ ബാദ്ധ്യത എത്രത്തോളമുണ്ടെന്നുള്ളതിനെയും സംബന്ധിച്ചായിരിക്കുമ്പോൾ ആ മാററമോ ഭേദമോ [illegible] അനുമതികൂടാതെ സാധുവാകുന്നതല്ല.

**൫൯.** സംഘത്തിനും അതിലെ മെംബർമാർക്കും തമ്മിൽ തർക്കം ഉണ്ടാകുന്നതായാൽ അതിനെപ്പററി സംഘം രജിസ്ത്രാർ അവർകൾക്കു റിപ്പോർട്ടുചെയ്യേണ്ടതും അതിന്മേൽ അദ്ദേഹത്തിന്റെ തീർപ്പു അവസാനതീർപ്പായിരിക്കുന്നതും ആകുന്നു. അതുകൂടാതെ വല്ല ചട്ടത്തെയോ അതിലെ വല്ല വകുപ്പിനെയോ വ്യാഖ്യാനിക്കുന്ന കാര്യത്തിൽ വല്ല സംശയവും ഉണ്ടാകുമ്പോൾ ആ കാര്യത്തിൽ രജിസ്ത്രാർ അവർകളുടെ തീർച്ച അവസാനതീർച്ചയായിരിക്കുന്നതാകുന്നു.

**൬൦.** ആണ്ടുതോറും മിഥുനമാസം ൩൧-ാംനു-ക്കുള്ളിൽ

(൧) കഴിഞ്ഞ കൊല്ലത്തെ വരവുചെലവു കാണിക്കുന്ന ഒരു കണക്കും,

(൨) ആ കൊല്ലം ഒടുവിലത്തെ തീയതിക്കു ഇരിപ്പുള്ള മുതലുകളും നിൽപ്പുള്ള കടങ്ങളും കാണിക്കുന്ന ഒരു കണക്കും,

(൩) ആ കൊല്ലത്തെ ലാഭനഷ്ടങ്ങളെ കാണിക്കുന്ന ഒരു കണക്കും രജിസ്ത്രാർ അവർകൾ ആവശ്യപ്പെടുന്ന മററു കണക്കുകളും സംഘത്തിൽനിന്നും തയ്യാറാക്കി താമസംകൂടാതെ രജിസ്ത്രാർ അവർകൾക്കു അയയ്ക്കേണ്ടതാകുന്നു. രജിസ്ത്രാർ അവർകൾ അവയെ പരിശോധിച്ചതിന്റെ ആഡിററുസർട്ടിഫിക്കററു കൊടുത്തതിന്റെശേഷം രജിസ്ത്രാർ അവർകൾ നിശ്ചയിക്കുന്ന വിധത്തിൽ സംഘം ആ കണക്കുകൾ പ്രസിദ്ധപ്പെടുത്തുകയും വേണം.

**൬൧.** (൧) സംഘത്തിന്റെ പ്രവൃത്തിസംബന്ധിച്ച്

(എ) അംഗങ്ങൾ തമ്മിലോ മുമ്പു അംഗങ്ങളായിരുന്നവർ തമ്മിലോ, അംഗങ്ങളോ മുമ്പു അംഗങ്ങളായിരുന്നവരോ മരിച്ച അംഗങ്ങളോ വഴി അവകാശപ്പെടുന്ന ആളുകൾ തമ്മിലോ, അല്ലെങ്കിൽ

(ബി) ഒരംഗമോ, മുമ്പു അംഗമായിരുന്ന ആളോ അല്ലെങ്കിൽ ഒരംഗമോ മുമ്പു അംഗമായിരുന്ന ആളോ മരിച്ച അംഗമോ വഴി അവകാശപ്പെടുന്ന ആളോ ഇവരും സംഘവും അതിന്റെ കമ്മിററിയോ അല്ലെങ്കിൽ സംഘത്തിലെ മുമ്പു ജോലിക്കാരായിരുന്നതോ, ഇപ്പോൾ ജോലിനോക്കുന്നതോ ആയ ഏതെങ്കിലും ഉദ്യോഗസ്ഥനോ, ഏജന്റോ, ജോലിക്കാരനോ ഇവരും തമ്മിലോ, അല്ലെങ്കിൽ

(സി) സംഘമോ അതിന്റെ കമ്മിററിയോ ഇതും സംഘത്തിലെ മുമ്പു ജോലിനോക്കിയിരുന്നതോ ഇപ്പോൾ ജോലിനോക്കുന്നതോ ആയ ഏതെങ്കിലും ഉദ്യോഗസ്ഥനോ, ഏജന്റോ, ജോലിക്കാരനോ ആയ ആളും തമ്മിലോ അല്ലെങ്കിൽ

(ഡി) സംഘവും രജിസ്റ്റർചെയ്ത മററതെങ്കിലും ഒരു സംഘവും തമ്മിലോ (സംഘത്തിലെ ശമ്പളം പററുന്ന ഒരു ജീവനക്കാരനെതിരായി സംഘമോ അതിന്റെ കമ്മിററിയോ നടത്തുന്ന ക്രമപരിപാലനനടപടിസംബന്ധിച്ച ഒരു തർക്കമല്ലാതെ)

വല്ല തർക്കവും ഉണ്ടായാൽ അങ്ങിനെയുള്ള തർക്കം തീരുമാനിക്കാൻ രജിസ്ത്രാർ അവർകൾക്കു അയച്ചുകൊടുക്കേണ്ടതാകുന്നു.

(൨) അങ്ങിനെ അയച്ചുകിട്ടിയാൽ രജിസ്ട്രാർഅവർകൾ

(എ) ആ തക്കം താൻതന്നെ തീരുമാനിക്കുകയോ അല്ലെങ്കിൽ

(ബി) ഗവൺമെൻ്റു അധികാരപ്പെടുത്തീട്ടുള്ള വല്ല ആൾക്കും ആ തക്കം തീരുമാനിക്കാൻ കൈമാറ്റംചെയ്യുകയോ, അല്ലെങ്കിൽ

(സി) നിർണ്ണയിച്ചിട്ടുള്ള ചട്ടങ്ങൾക്കൊപ്പെട്ട ആ തീരുമാനിക്കാൻ ഒരു മദ്ധ്യസ്ഥനോ മദ്ധ്യസ്ഥന്മാർക്കോ വിട്ടുകൊടുക്കുകയോ ചെയ്യാം,

മേൽപ്രകാരം വകകളനുസരിച്ച് ചട്ടപ്രകാരം ഉണ്ടാകുന്ന ഒരു തീരുമാനം അവസാന തീരുമാനമായിരിക്കുന്നതും അതിനെ സംബന്ധിച്ച് സിവിൽകോർട്ടിൻ്റെ അതൃത്തിയിൽപെട്ടിരിക്കുന്നതായ ഏതുകാര്യം മുഖാന്തിരമോ, റെവന്യൂഡിപ്പാർട്ടുമെൻ്റോ സഹകരണഡിപ്പാർട്ടുമെൻ്റുമുഖാന്തിരം നടക്കാവുന്നതോ ആക്ഷേപിക്കയോ ധിക്കരിക്കുകയും ചെയ്യാവുന്നതാകുന്നു.

൬൨. സംഘംവക മുതൽ ഭദ്രമായിരിപ്പാനോ അല്ലെങ്കിൽ മറ്റുവിധത്തിൽ സൂക്ഷിപ്പാനോ ചെയ്യാൻ അതു തിരിച്ചുകിട്ടുന്നതു സാധ്യമല്ലാതെ വരുന്നപക്ഷം സംഘം കടപ്പെട്ടിരിക്കുന്ന ബാങ്കിൻ്റെയും രജിസ്ട്രാർഅവർകളുടെയും അനുവാദത്തോടുകൂടി ആ തുക കണക്കിൽ കുറവുചെയ്യുന്നതിനു പൊതുയോഗത്തിനു തീരുമാനിക്കാവുന്നതാകുന്നു.

൬൩. സംഘത്തിനു ഒരു പൊതുമുദ്രയുണ്ടായിരിക്കണം,

൬൪. ഈ നിബന്ധനകൾക്കായി അതിൽ പറയുന്ന ഫാറം എന്നപദം ൧വു ചട്ടപ്രകാരമുള്ള വിധമുള്ള രജിസ്ട്രേഷൻഫാറം ആയിരിക്കും.

൬൫. ഒരു മെമ്പറായി സ്വീകരിക്കപ്പെട്ട ആൾ ഈ നിബന്ധനകളുടെ ഒരു പ്രതി സംഘം നിശ്ചയിക്കുന്ന വിലകൊടുത്തു വാങ്ങേണ്ടതാണ്.

൬൬. പലിശവകയിൽ കൂടുതലായി സംഘത്തിലുണ്ടായിരിക്കാവുന്ന സംഖ്യ നിക്ഷിപ്തങ്ങളും അപ്പപ്പോൾ അഞ്ചൽസേവിംഗ്സ് ബാങ്കിൽ നിക്ഷേപിക്കേണ്ടതാകുന്നു ഇപ്രകാരം നിക്ഷേപിക്കാത്ത സംഖ്യക്കു മുതൽ ഏകവശം ചെലവുകൊടുത്തിരുന്നാൽ അതിനു തിരുവിതാംകൂർ ഗവർമ്മേണ്ടിൻ്റെ നിയമം അനുസരിച്ചു ഒരു കുറ്റമായിരിക്കുന്നതാണ്.

സഹകരണസംഘംരജിസ്ട്രാർ

൭൨-ാംനമ്പർനിബന്ധനപ്രകാരം ചെയ്യുന്ന ഭേദഗതികളുടെ സൂചന.

| ൧<br>തുടർച്ചനമ്പർ | ൨<br>പൊതുയോഗത്തീയതി | ൩<br>നിബന്ധനനമ്പർ | ൪<br>ഭേദഗതിയുടെ സ്വഭാവം | ൫<br>രജിസ്ട്രാരുടെ അനുവാദം നമ്പർ തീയതി | ൬<br>മിനിട്ടുബുക്കിൻ്റെ ഏതുവശത്തിൽ ഒട്ടിച്ചു | ൭<br>സിക്രട്ടറിയുടെ അടയാളം |
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അപേക്ഷകന്മാരുടെ വിവരം.

| ക്രമനമ്പർ | ൨<br>അപേക്ഷകന്റെപേര് | ൩<br>അച്ഛന്റെയോ അമ്മാവന്റെയോപേര് | ൪<br>ജാതി | ൫<br>വയസ്സ് | ൬<br>ഓഹരി എണ്ണം | ൭<br>ഒപ്പ് |
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-ാംനമ്പർ ... ... ...

സഹകരണൈക്യസംഘ(ക്ലിപ്തം)ത്തിന്റെ പ്രത്യേക നിബന്ധനകൾ

൧-ാംനമ്പർ ... സഹകരണൈക്യസംഘം(ക്ലിപ്തം) ൧൧൧൨-ാമാണ്ടത്തെ ൫-ാംആക്ററിൻപ്രകാരം ഒരു സഹകരണസംഘമായി രജിസ്റ്റർ ചെയ്യപ്പെട്ടിരിക്കുന്നു. അതിന്റെ മേൽവിലാസം ... ഡിവിഷൻ ... ... താലൂക്ക ... ... എന്നായിരിക്കും. അതിന്റെ പ്രവൃത്തിയിൽ ... ... ... ... ... മാത്രം നടത്തുന്നതാകുന്നു.

൨. ഈ ഐക്യസംഘത്തിന്റെ ഉദ്ദേശങ്ങൾ (൧) അതിലെ അംഗങ്ങളാകുന്ന സംഘങ്ങളുടെ ജോലിയെ കഴിവുള്ളിടത്തോളം വർദ്ധിപ്പിക്കുകയും (൨) അംഗങ്ങളായി ചേരുന്ന സംഘങ്ങൾക്ക ൧൧൧൨-ലെ ൫-ാംനമ്പർ സഹകരണസംഘആക്ട് അനുസരിച്ചു രജിസ്റ്റർ ചെയ്തിട്ടുള്ള മററുസംഘങ്ങളിൽനിന്നും വായ്പകൊടുക്കുന്നതിനെ ഏർപ്പാട്ചെയ്കയും, (൩) അംഗങ്ങളായ സംഘങ്ങളുടെ മേൽനോട്ടം ജാഗ്രതയായും ക്രമമായും

നടത്തുകയും അവയെ കൂടക്കൂടെ പരിശോധിക്കയും, (ഡി) സഹകരണസ്ഥാപനങ്ങൾക്ക പൊതുവിൽ സംബന്ധിക്കുന്ന സംഗതികൾക്ക തീരുമാനം ഉണ്ടാക്കുകയും അംഗങ്ങളായ സംഘങ്ങൾക്കുള്ള ഉപദേശവും സഹായവും നല്കുകയും കാൺഫറൻസുകൾ വിളിച്ചുകൂട്ടിയും മററുപ്രകാരങ്ങളിലും അവയുടെ നന്മയെ വർദ്ധിപ്പിക്കുകയും, (ഇ) ഐക്യസംഘത്തിന്റെ അതൃത്തിയിൽപെട്ട സ്ഥലങ്ങളിൽ പുതിയതായി സംഘങ്ങൾ സ്ഥാപിക്കുന്നതിനുവേണ്ടി പരിശ്രമിക്കുകയും (എഫ്) അംഗങ്ങളാകുന്ന സംഘങ്ങൾക്കുവേണ്ടി കമ്മിഷൻ ഏജൻറു എന്ന നിലയിൽ ആ സംഘങ്ങളുടെ അംഗങ്ങൾക്കാവശ്യമായ കൃഷിസംബന്ധമായും ഗൃഹസംബന്ധമായും മററും ആവശ്യമുള്ള സാധനങ്ങളെ കൂട്ടായി ശേഖരിച്ചു കൊടുക്കുകയും കൃഷി ഉല്പന്നങ്ങളെ ലാഭമുള്ള വിധത്തിൽ വിററഴിക്കുകയും ചെയ്യുകയുമാകുന്നു.

൩. ഏഴാമത്തെ നിബന്ധനപ്രകാരം ചേർക്കപ്പെടുന്ന സംഘങ്ങൾമാത്രമേ ഈ ഐക്യസംഘത്തിൽ അംഗങ്ങളായി ചേർക്കപ്പെടുകയുള്ളു. അതിന്റെ മൂലധനം തൽക്കാലം ഐക്യസംഘത്തിന്റെ അംഗങ്ങളായി എത്രസംഘങ്ങൾ ചേർന്നിരിക്കുന്നുവൊ അത്രയും ഓഹരികൾക്ക ഓരോ ഓഹരിക്കും രൂപാവീതമുള്ള സംഖ്യ ആയിരിക്കും. അംഗമായി ചേരുന്ന സംഘം എടുക്കുന്ന ഓഹരിക്ക യാതൊരു സംഖ്യയും കൊടുക്കേണ്ടതില്ല. ഓഹരിക്കുറിയാകുന്ന രൂപായും ആ ഓഹരിക്കൊടുത്തു തീർക്കാനുള്ള ബാദ്ധ്യത ആയിരിക്കുന്നതും എപ്പോഴെങ്കിലും ഐക്യസംഘത്തിന്റെ മുതൽ അതിന്റെ കടങ്ങൾ തീർക്കുന്നതിനു മതിയാകാതെ വരുന്നു എങ്കിൽ ആവശ്യപ്പെടുന്നപോലെ മുഴുവനമൊ ഏതാനുമൊ കൊടുക്കേണ്ടതുമാകുന്നു.

൪. ഈ ഐക്യസംഘം വാങ്ങുന്ന നിക്ഷേപങ്ങൾ കൊടുത്തു തീർക്കുന്നതിനു അംഗമായിചേരുന്ന സംഘത്തിന്റെ ചുമതല ഈ ഐക്യസംഘത്തിൽ എടുത്തിട്ടുള്ള ഓഹരിയുടെ തുക സഹിച്ചു ക്ലിപ്തപ്പെട്ടതായിരിക്കും.

൫. അംഗമായിചേരുന്ന ഓരോ സംഘവും ഐക്യസംഘത്തിൽ ഓരോ ഓഹരി എടുക്കേണ്ടതാകുന്നു. ഓഹരി എടുക്കുന്ന സംഘത്തിനു അതിന്റെ അംഗങ്ങളിൽനിന്നും ഒരു പ്രതിനിധിയെ ഐക്യസംഘത്തിലേക്കു അയക്കുന്നതിനു അവകാശമുണ്ടായിരിക്കും. ഒരു പ്രതിനിധി തന്റെ പ്രതിനിധിസ്ഥാനത്തിനുള്ള കാലാവധി അവസാനിച്ചതിനുശേഷം പകരം മററാരു പ്രതിനിധിയെ സംഘം തെരഞ്ഞെടുത്തയക്കുന്നതുവരെ ആ സ്ഥാനം തുടർന്നു വഹിക്കാവുന്നതാകുന്നു. സംഘം അയച്ച പ്രതിനിധിയെ എപ്പോഴെങ്കിലും തിരികെ വിളിക്കുന്നതിനു പകരം വേറൊരു പ്രതിനിധിയെ തെരഞ്ഞെടുത്തയക്കുന്നതിനും ആ സംഘത്തിനു അധികാരമുണ്ടായിരിക്കും.

൬. ഓരോസംഘവും അംഗമായി ചേരുന്നതിനുമുമ്പെ അപ്രകാരം ചേരേണ്ടതിന അഞ്ചു(൫) രൂപാ അഫിലിയേഷൻഫീസും അംഗമായി ചേരുന്ന ഓരോ സംഘവും അയക്കുന്ന പ്രതിനിധിക്ക് പ്രതിവർഷം ഒരുരൂപാ പ്രതിനിധി ഫീസും അടയ്ക്കണം.

൭. ഒന്നാമത്തെ നിബന്ധനയിൽ പറഞ്ഞ സ്ഥലങ്ങളിലുള്ള എല്ലാസഹകരണസംഘങ്ങളും ഐക്യസംഘത്തിൽ അംഗമായി ചേരേണ്ടതാണ്.

൮. ഒരിക്കൽ അംഗമായിചേർന്ന ഒരു സംഘം നിർത്തലാക്കപ്പെടുകയോ വേറെ ഐക്യസംഘത്തിൽ ചേരുകയൊ ചെയ്താലല്ലാതെ രജിസ്ട്രാരുടെ അനുവാദംകൂടാതെ മെമ്പർ സ്ഥാനത്തുനിന്നും വിട്ടുപോകാൻ പാടില്ലാത്തതാകുന്നു. എന്നാൽ രജിസ്ട്രാരുടെ അനുവാദത്തോടുകൂടി ഐക്യസംഘത്തിന്റെ ഭരണയോഗത്തിന അംഗമായി ചേർന്നിട്ടുള്ള ഒരു സംഘത്തെ മാററാവുന്നതാകുന്നു.

൯. ഐക്യസംഘത്തിന്റെ മുതൽ താഴെപറയുന്ന പ്രകാരമാകുന്നു:—

(എ) അഫിലിയേഷൻ-ഫീസ്,

(ബി) പ്രതിനിധിഫീസ്,

(സി) അംഗങ്ങളാകുന്ന സംഘങ്ങൾക്ക് വായ്പകൾ കൊടുക്കുന്ന ബാങ്കുകളിൽനിന്നും ഉള്ള ഗ്രാൻറ്.

(ഡി) അംഗസംഘങ്ങളിൽനിന്നും കൊടുക്കപ്പെടുന്ന സൂപ്പർവിഷൻ ഫണ്ട്.

(ഇ) ഐക്യസംഘത്തിന്റെ പ്രവൃത്തിമേഖലക്കകത്ത് അംഗങ്ങളാകുന്ന സംഘങ്ങളിൽനിന്നും രജിസ്ട്രാരുടെ ഉത്തരവിൻപ്രകാരം ചുമത്തുന്ന വരിസംഖ്യ (ഇപ്രകാരമുള്ള വരിസംഖ്യകളെ സംബന്ധിച്ച് രജിസ്ട്രാർ കൊടുക്കുന്ന ഉത്തരവുകൾ ഐക്യസംഘത്തെയും അംഗങ്ങളായ സംഘങ്ങളെയും ഒന്നുപോലെ ബന്ധിക്കുന്നതാകുന്നു).

(എഫ്) രജിസ്ട്രാരുടെ പ്രത്യേകമായുള്ള ഉത്തരവുകൾ അനുസരിച്ച് ഐക്യസംഘത്തിന് സ്വീകരിക്കാവുന്ന നിക്ഷേപങ്ങൾ.

(ജി) അംഗങ്ങളാകുന്ന സംഘങ്ങൾക്കായി ചെയ്യുന്ന ഏജൻസി ജോലിക്ക് പൊതുയോഗ നിശ്ചയമനുസരിച്ച് വസൂലാക്കപ്പെടുന്ന കമ്മീഷൻ.

(എച്ച്) പലവക.

൫൪. ഐക്യസംഘത്തിൽ ഉൾപ്പെട്ട ഒരു സംഘത്തിൽ നിന്നും, ഓരോ സംഘവും മുൻആണ്ടിൽ സമ്പാദിച്ച പലിശയിൽ കെട്ടുതുകയും കൊടുക്കാനുള്ളതുമായ പലിശ കഴിച്ചുവരുന്ന തുകയിൽ നൂറിന് ആറേകാൽ വീതമുള്ള ഒരു സംഖ്യ രജിസ്ട്രാരുടെ അനുവാദത്തോടുകൂടി ഈടാക്കുന്നതിന് ഐക്യസംഘത്തിന് അധികാരമുണ്ട്.

൫൫. ഇപ്രകാരം അംഗങ്ങളായ സംഘങ്ങളിൽനിന്നും കൊടുക്കേണ്ടതായ ഓരോ വർഷത്തിലെയും തുക ആ കൊല്ലത്തിലെ ആഡിററ് ഉത്തരവു കിട്ടിയതിനുശേഷം മൂന്നുമാസത്തിനകം ഐക്യസംഘം വസൂൽ ചെയ്യുന്നതാകുന്നു.

൫൬. ഐക്യസംഘത്തിലെ അംഗങ്ങളായ സംഘങ്ങളുടെ പരിശോധനക്കായി ആ സംഘങ്ങളിൽനിന്നും കൊടുക്കുന്ന എല്ലാ സംഭാവനകളും ആ കാര്യത്തിനുതന്നെ സെൻട്രൽ സംഘങ്ങളിൽനിന്നും കൊടുക്കുന്ന സംഭാവനകളും കൂടിയ സംഖ്യ ഒരുമിച്ച് ഒരു പരിശോധനാഫണ്ട് ആയി സംഭരിക്കപ്പെടുന്നതും ആ ഫണ്ടിനെ സഹകരണസംഘ രജിസ്ട്രാരുടെ ഉപദേശപ്രകാരം ഐക്യസംഘം വിനിയോഗിക്കേണ്ടതുമാണ്.

൫൭. ഐക്യസംഘം അതിന്റെ ആവശ്യത്തിന് അനുസരിച്ച് ആവശ്യമുള്ള സൂപ്പർവൈസർമാരെ നിയമിക്കേണ്ടതും അവരുടെ ശമ്പളവും മറ്റും രജിസ്ട്രാരുടെ അനുവാദത്തോടുകൂടി ഐക്യസംഘത്തിന്റെ പൊതുയോഗം നിശ്ചയിക്കേണ്ടതും ആകുന്നു.

൫൮. സൂപ്പർവൈസർ ഒരു സംഘം പരിശോധിക്കുന്നത് കേവലം കണക്കുപരിശോധനയോ മുതൽ കടങ്ങളെ തിട്ടപ്പെടുത്തുകയോ മാത്രം ആയിരിക്കരുത്. സൂപ്പർവൈസറുടെ ചുമതലയിൽ ഏല്പിച്ചിട്ടുള്ള ഓരോ സംഘത്തിന്റെയും ഭരണം സഹകരണതത്വങ്ങളെയും അതതു സംഘത്തിന്റെയും ഐക്യസംഘത്തിന്റെയും നിബന്ധനകളെയും അനുസരിച്ച് നടത്തപ്പെടുന്നുണ്ടോ എന്ന് സൂപ്പർവൈസർ ശ്രദ്ധിച്ചു നോക്കേണ്ടതാണ്. ഓരോ സംഘത്തിന്റെയും മാനേജിംഗ് കമ്മററിക്കാർ ശ്രദ്ധയോടും ന്യായമായും ജോലി ചെയ്യുന്നുണ്ടോ എന്നും അവർ സഹകരണതത്വങ്ങളെയും അവയെ ശരിയായി നടത്തുന്നതിനുള്ള മാർഗ്ഗങ്ങളെയും പൂർണ്ണമായി മനസ്സിലാക്കിയിട്ടുണ്ടോ എന്നും മുൻ പരിശോധനകളിൽ ചൂണ്ടിക്കാണിച്ചിട്ടുള്ള കുറവുകളെ പരിഹരിച്ചിട്ടുണ്ടോ എന്നും രജിസ്ട്രാരുടെയും ഐക്യസംഘത്തിന്റെയും ഉത്തരവുകളെ നടത്തിയിട്ടുണ്ടോ എന്നും സൂപ്പർവൈസർ സൂക്ഷ്മമായി പരിശോധിക്കണം. അംഗങ്ങളായ സംഘങ്ങളിലെ മാനേജിംഗ് കമ്മററിക്കാർ സൂപ്പർവൈസർക്ക് കഴിയുന്ന സഹായങ്ങൾ ചെയ്തുകൊടുക്കേണ്ടതാകുന്നു.

## ഭരണയോഗത്തിന്റെ കൃത്യങ്ങളും അധികാരങ്ങളും.

൫൯. ഐക്യസംഘത്തിന്റെ പൊതുയോഗങ്ങളിൽ അപ്പപ്പോൾ ചെയ്യുന്ന നിയമങ്ങൾക്കു ഉൾപ്പെട്ട് ഐക്യസംഘത്തിന്റെ ഭരണം ഏഴു (൭) മെമ്പറന്മാരിൽ കൂടാത്ത ഭരണയോഗത്തെ ഏല്പിക്കുന്നതാകുന്നു. ഭരണയോഗത്തിലെ അംഗങ്ങളെ ഐക്യസംഘ

ത്തിന്റെ പൊതുയോഗത്തിൽനിന്നു മൂന്നുകൊല്ലക്കാലത്തേക്കു തെരഞ്ഞെടുക്കേണ്ടതും ആ കാലം കഴിഞ്ഞു അവരുടെ പിൻഗാമികളെ തെരഞ്ഞെടുക്കുന്നതുവരെ അവർതന്നെ ആ ജോലി തുടർന്നു നടത്തേണ്ടതും ആകുന്നു ആ കാലത്തിനിടയിൽ ഭരണയോഗത്തിൽ വല്ല ഒഴിവും ഉണ്ടാകുന്നതായാൽ ആ ഒഴിവിലേക്കു ഭരണയോഗത്തിലെ ബാക്കിയുള്ള അംഗങ്ങൾ ഒരു ആളെ നിയമിക്കാവുന്നതാണ്.

൧൬. ഭരണയോഗത്തിലെ മെമ്പറന്മാർ അവരുടെ ഇടയിൽനിന്നു ഒരു പ്രസിഡണ്ടിനെയും, ഒരു സിക്രട്ടറിയെയും ഒരു ഖജാൻജിയെയും തിരഞ്ഞെടുക്കണം. ഐക്യസംഘത്തിന്റെ എല്ലാജോലികളും ഭരണയോഗത്തിന്റെ നിശ്ചയമനുസരിച്ചും പ്രസിഡണ്ടിന്റെ ആജ്ഞയ്ക്കുൾപ്പെട്ടും സിക്രട്ടറി നടത്തേണ്ടതാകുന്നു.

൧൭. ഭരണയോഗം ആവശ്യമുള്ളപ്പോൾ ഒക്കെ കൂടേണ്ടതാണ്. എന്നാൽ മാസത്തിൽ കുറഞ്ഞപക്ഷം ഒരിക്കലെങ്കിലും കൂടാതിരിക്കരുത്. അംഗമായി ചേർന്നിട്ടുള്ള ഏതെങ്കിലും സംഘത്തിന്റെ രജിസ്റ്റരാക്കപ്പെട്ട ആഫീസിൽവെച്ചു യോഗം കൂടാവുന്നതാകുന്നു. ഭരണയോഗം കൂടുന്നതിനു ആവശ്യമായ കോറം മൂന്ന്(൩) ആയിരിക്കും. ഭരണയോഗത്തിൽ തുടർച്ചയായി മൂന്നുപ്രാവശ്യം ഹാജരാകാതെയിരിക്കുന്ന മെമ്പറെ നീക്കുന്നതിന്ന ആ യോഗത്തിന്ന അധികാരമുണ്ടായിരിക്കും. എന്നാൽ ഹാജരാകാതെയിരുന്നതിന്ന മതിയായ കാരണം കൊടുക്കുന്നപക്ഷം ആ മെമ്പറെ ഭരണയോഗത്തിന്റെ ബാക്കിയുള്ളകാലത്തേക്കു വീണ്ടും നിയമിക്കാവുന്നതാണ്.

൧൮. ഐക്യസംഘത്തിൽ ചേർന്നിട്ടുള്ള എല്ലാസംഘങ്ങളുടെയും മുറയ്ക്കു ശരിയായ പരിശോധിച്ചു വേണ്ട മേലന്വേഷണം നടത്തിക്കൊണ്ടിരിക്കയും എല്ലാ പൊതുകാര്യങ്ങളും തീർച്ചപ്പെടുത്തുകയും സംഘങ്ങളെ ഗുണമാക്കുകയും സഹായിക്കയും അവയുടെ ഗുണോൽക്കർഷത്തിന്ന വേണ്ടതെല്ലാം പ്രവർത്തിക്കയും ചെയ്യേണ്ടതു ഐക്യസംഘത്തിലെ ഭരണയോഗത്തിന്റെ ചുമതലയാകുന്നു. സൂപ്പർവൈസർമാരെ ആജോലിക്കു യോഗ്യതയുള്ളവരെന്നു സഹകരണസംഘം രജിസ്ട്രാർ സർട്ടിഫിക്കറ്റ കൊടുത്തിട്ടുള്ള ആളുകളിൽനിന്നു ഭരണയോഗത്തിന്ന നിയമിക്കാവുന്നതാകുന്നു. ഇവർക്കു [illegible] നിശ്ചയിക്കുന്നതിന്നുള്ള അധികാരം ഭരണയോഗത്തിന്ന ഉണ്ടായിരിക്കുന്നതും എന്നാൽ ഇവരെ ജോലിയിൽനിന്നു സസ്പെൻഡോ ഡിസ്മിസോ ചെയ്യുന്നതിന്ന രജിസ്ട്രാരുടെ അനുവാദം വേണ്ടതുമാകുന്നു.

൧൯. സൂപ്പർവൈസർ രസീതു, വൗച്ചർ, ഇവയുടെ സഹായത്തോടുകൂടി നാൾവഴി, ഏറടവ് മുതലായവ പരിശോധിക്കുകയും, നീക്കിയിരിപ്പു തിട്ടപ്പെടുത്തുകയും വേണം. പലിശ കണക്കാക്കിട്ടുള്ളതു ശരിയാണോ എന്നു പരിശോധിക്കുന്നതു കൂടാതെ വായ്പകൾ നിബന്ധനകൾ അനുസരിച്ചു കൊടുത്തിട്ടുണ്ടോ എന്നു കടപ്പത്രങ്ങൾ വേണ്ടുംവിധം എഴുതിവാങ്ങീട്ടുണ്ടോ എന്നും നോക്കേണ്ടതുമാണ്. കാലാവധി നീട്ടിക്കൊടുത്തിട്ടുള്ളതു ന്യായമായ കാരണങ്ങളാലോ എന്നും റൊക്കം വരവില്ലാതെ കടലാസ്സിൽമാത്രം വരവു ചെലവുകൾ കാണിച്ചിട്ടുണ്ടോ എന്നു പ്രത്യേകം പരിശോധിക്കണം, കമ്മിററിയംഗങ്ങളുടെ ക്രമക്കേടുകളെ പ്രത്യേകം സൂക്ഷിക്കുകയും ആഡിററിലും, പരിശോധനകളിലും ചൂണ്ടിക്കാണിച്ചിട്ടുള്ള ദൂഷ്യങ്ങൾ പരിഹരിക്കുകയും, അപ്പപ്പോഴുള്ള കണക്കുകൾ അയപ്പിക്കുകയും ചെയ്യേണ്ടതു സൂപ്പർവൈസർമാരുടെ പ്രത്യേക ജോലിയാണ്. നിബന്ധനകൾ അനുസരിച്ചും സഹകരണ ആദർശങ്ങൾക്കു വിപരീതമല്ലാതെയും ഓരോ സംഘവും നടത്തിക്കൊണ്ടുപോകുന്നതിന്ന സൂപ്പർവൈസർ പ്രത്യേകം ശ്രദ്ധിക്കേണ്ടതാണ്. രജിസ്ട്രാർ അവർകളിൽനിന്നോ യൂണിയനിൽനിന്നോ ഉള്ള എഴുത്തുകുത്തുകൾക്കു സംഘങ്ങളെക്കൊണ്ടു യഥാകാലം മറുപടി അയപ്പിക്കേണ്ടതാണ്. സൂപ്പർവൈസരുടെ ജോലിക്കു വേണ്ടുന്ന സഹായസഹകരണങ്ങൾ ഓരോ സംഘത്തിലെയും കമ്മിററി അംഗങ്ങൾ എപ്പോഴും ചെയ്തുകൊടുക്കേണ്ടതാകുന്നു.

൨൦. ഐക്യസംഘത്തിലെ അംഗമായ യാതൊരു സംഘത്തിനും ഭരണയോഗത്തിന്റെ അനുമതികൂടാതെ ഏതെങ്കിലും ആളുകളിൽനിന്നോ സംഘത്തിൽനിന്നോ കടം

വാങ്ങാൻ പാടുള്ളതല്ല. എന്നാൽ അംഗമായ ഏതൊരു സംഘത്തിനും മററു സംഘങ്ങളിൽനിന്നല്ലാതെ അതാതു സംഘത്തിലെ അംഗങ്ങളിൽ നിന്നോ മററാളുകളിൽനിന്നോ നിക്ഷേപങ്ങൾ വാങ്ങിക്കുന്നതിനുള്ള സ്വാതന്ത്ര്യം ഉണ്ടായിരിക്കുന്നതാണ്. ഇപ്രകാരം വാങ്ങപ്പെടുന്ന നിക്ഷേപങ്ങളുടെ തുക സംഘത്തിനു വാങ്ങാവുന്ന കടത്തിന്റെ പരമാവധിയിൽ കവിഞ്ഞിരിക്കാൻ പാടുള്ളതല്ല.

൨൧. ഐക്യസംഘത്തിലെ അംഗമായ ഒരു സംഘത്തിൽനിന്ന് അങ്ങനെയുള്ള വേറൊരു സംഘത്തിലേക്കു കടമോ നിക്ഷേപമോ ധനസഹായം ചെയ്യുന്ന ബാങ്കിന്റെ സമ്മതവും രജിസ്ട്രാരുടെ അനുവാദവുംകൂടാതെ കൊടുക്കുന്നതിനു പൊതുയോഗം അനുവദിച്ചുകൂടാത്തതാകുന്നു.

൨൨. ഐക്യസംഘത്തിൽ ചേർന്നിരിക്കുന്ന സംഘങ്ങൾ നിബന്ധനകൾ അനുസരിച്ചു പ്രവർത്തിക്കുന്നുണ്ടോ എന്നു അന്വേഷിച്ചറിവാനും ആ വക സംഘങ്ങൾ പരിശോധിക്കുന്നതിനും കമ്മിററിക്കാർക്കു ജോലിനടത്തുന്നതിനു ആവശ്യമെന്നു തോന്നുമ്പോൾ വേണ്ട ഉപദേശങ്ങൾ കൊടുക്കാനും വേണ്ടി പൊതുയോഗത്തിലെ ഒന്നോ അതിലധികമോ മെമ്പറന്മാരെയോ അല്ലെങ്കിൽ മററുവല്ലവരെയുമോ നിയമിക്കുന്നതിനുള്ള പൂർണ്ണ അധികാരം പൊതുയോഗത്തിനുണ്ടായിരിക്കും. അംഗങ്ങളായ സംഘങ്ങളുടെ കടം വാങ്ങാനുള്ള യോഗ്യതയെ വർഷംതോറും പൊതുയോഗം പരിശോധിക്കേണ്ടതാണ്.

൨൩. ൨൨-ാമതു നിബന്ധനപ്രകാരം ഐക്യസംഘത്തിന്റെ പൊതുയോഗം നിയമിക്കുന്ന ഏതൊരാൾക്കും ഐക്യസംഘത്തോടു ചേർക്കപ്പെട്ട സംഘങ്ങളിലെ കമ്മിററി മെമ്പറന്മാരുടെയോ സാധാരണ മെമ്പറന്മാരുടെയോ വിശേഷാൽ യോഗങ്ങൾ വിളിച്ചുകൂട്ടുന്നതിനും അവയിൽ പ്രസംഗങ്ങൾ ചെയ്യുവാനും അധികാരമുണ്ടായിരിക്കുന്നതാണ്. എന്നാൽ അങ്ങനെയുള്ള യോഗങ്ങളിൽ അവർക്കു വോട്ടു ചെയ്യുവാൻ പാടുള്ളതല്ല.

൨൪. പൊതുയോഗം അതിലെ മെമ്പറന്മാർക്കും സംഘങ്ങളുടെ പ്രതിനിധികൾക്കും യോഗങ്ങളിൽ ഹാജരാകുന്നതിനു രജിസ്ട്രാർ സമ്മതിക്കുന്ന തോതനുസരിച്ച് ഒരു ഫീസ് അനുവദിക്കാവുന്നതാകുന്നു.

൨൫. ഐക്യസംഘത്തിന്റെ പൊതുയോഗം പ്രതിഫലം കൂടാതെ ജോലിചെയ്യേണ്ടതാകുന്നു. എന്നാൽ സംഘകാര്യങ്ങൾക്കായി അവർ ചെയ്യുന്ന യാത്രകൾക്കു രജിസ്ട്രാർ അനുവദിക്കുന്ന നിരക്കനുസരിച്ചു പൊതുയോഗം നിശ്ചയിക്കുന്ന സഞ്ചാരപ്പടിയും ബത്തയും സ്വീകരിക്കാവുന്നതാണ്.

൨൬. ജോലിനടത്തുന്നതിൽ താഴെ പറയുന്നമാതിരി വസ്സവത്തിൽ ഉണ്ടായിട്ടുള്ള എല്ലാ ചിലവുകളും ഐക്യസംഘംവക പണത്തിൽനിന്നും നിർവഹിക്കാവുന്നതാകുന്നു.

(൧) പണം അയക്കുന്നതിനും മററുമുള്ള അഞ്ചൽചെലവുകളും തപാൽ ചെലവുകളും (ഇവയ്ക്കു ശരിയായ രസീതുകൾ ഉണ്ടായിരിക്കണം.)

(൨) ഐക്യസംഘത്തിന്റെ യോഗങ്ങളിലോ ഡിസ്ട്രിക്റ്റ് ബാങ്കുകളുടെ യോഗങ്ങളിലോ ഹാജരാകുന്നതിനു തിരഞ്ഞെടുക്കപ്പെട്ട പ്രതിനിധികൾക്കും, ഐക്യസംഘം ജീവനക്കാർക്കും അവരുടെ സഞ്ചാരത്തിനുവേണ്ടി ഐക്യസംഘത്തിന്റെ പൊതുയോഗത്തിൽ അനുവദിക്കപ്പെട്ട തോതനുസരിച്ചുള്ള സഞ്ചാരപ്പടിയും ബത്തയും,

(൩) സ്ഥിരമായോ താൽക്കാലികമായോ ഉള്ള ജീവനക്കാർക്കു പൊതുയോഗത്താൽ അനുവദിക്കപ്പെട്ടിരിക്കുന്ന ബഡ്ജററിൽ നിശ്ചയിച്ചിട്ടുള്ള തോതനുസരിച്ചു കൊടുക്കേണ്ട ശമ്പളച്ചിലവുകൾ,

(൪) പൊതുയോഗം അതതു കൊല്ലത്തേയ്ക്കു അനുവദിച്ചിട്ടുള്ള ബഡ്ജററിൽ നിശ്ചയിച്ചിരിക്കുന്ന സംഖ്യയിൽ കവിയാതെയുള്ള കെട്ടിടവാടകയും, മേശ, കസാല മുതലായ സാമാനങ്ങൾ, എഴുത്തുസാമഗ്രികൾ ഇവയുടെ വിലയും മററു ചിലവുകളും.

(൫) മേൽചെലവുകളിൽ ഉൾപ്പെട്ട ഏതെങ്കിലും ഒരു പ്രത്യേക ഇനത്തിനായി ഒരു രൂപായിൽ കവിയാതെയുള്ള ചിലവ്.

(൬) ഒരു പൊതുയോഗനിശ്ചയത്താൽ അനുവദിക്കപ്പെട്ടതും, രജിസ്ട്രാർ അംഗീകരിച്ചിട്ടുള്ളതുമായ മററു ഏതെങ്കിലും ചെലവുകൾ.

൫൭. ഭരണയോഗം അവരുടെ ജോലിയെ ക്രമപ്പെടുത്തുന്നതിന്നുവേണ്ടി ഉപനിബന്ധനകൾ ഉണ്ടാക്കാവുന്നതും, അവയെ ഐക്യസംഘത്തിന്റെ മിനിട്ടുബുക്കിൽ എഴുതേണ്ടതും അവയുടെ ഓരോ പ്രതി രജിസ്ട്രാരുടെ അറിവിലേയ്ക്കു അയയ്ക്കേണ്ടതുമാകുന്നു.

൫൮. അംഗങ്ങളായിച്ചേർന്നിട്ടുള്ള സംഘങ്ങളിലേയ്ക്കും ഐക്യസംഘത്തിലേയ്ക്കു മാസാന്ത്യക്കണക്കുകൾ അയക്കുന്നതിന്നു വേണ്ട ഏർപ്പാടുകൾ ഭരണയോഗത്തിന്നു ചെയ്യാവുന്നതും ഇതിന്മേൽ ആ വക സംഘങ്ങളുടെ അറിവിന്നും ഉപദേശത്തിന്നും ആയി റിപ്പോർട്ടുകൾ എഴുതി അയക്കാവുന്നതും ആകുന്നു. ഭരണയോഗത്തിന്നു അംഗങ്ങളായ സംഘങ്ങളിൽ നിന്നും അവയിലെ പീഷ്കാരോ മെമ്പറന്മാരുടെ പട്ടികകൾ വരുത്തുന്നതിനും കിട്ടിയിട്ടുള്ള ഈ വകകൾ വിഷയത്തിൽ അതാതു സംഘം എടുക്കേണ്ട നടപടികളെപ്പററി ഉപദേശിച്ചുകൊടുക്കയും ചെയ്യാവുന്നതാണ്.

൫൯. ഐക്യസംഘത്തിൽ ചേർന്നിട്ടുള്ളതും ധനസഹായം ചെയ്യുന്ന ബാങ്കിൽനിന്നും കടം വാങ്ങിയിട്ടുള്ളതോ, കടത്തിന്നു അപേക്ഷിച്ചിട്ടുള്ളതോ ആയതും ഉള്ള ഏതെങ്കിലും ഒരു സംഘത്തിന്റെ ധനസ്ഥിതി ഗ്രഹിക്കുന്നതിനായി ആ ബാങ്കിൽനിന്നു ആവശ്യപ്പെടുന്ന എല്ലാ വിവരവും ബാങ്കിനെ അറിയിച്ചു കൊടുക്കേണ്ടതു ഭരണയോഗത്തിന്റെ കടമയാകുന്നു.

### ഐക്യസംഘത്തിന്റെ പൊതുയോഗത്തിനുള്ള അധികാരങ്ങൾ.

൬൦. ഐക്യസംഘത്തിന്റെ ഭരണത്തെപ്പററിയുള്ള സകലസംഗതികളുടെയും അവസാനതീരുമാനത്തിനുള്ള അധികാരം അതിന്റെ പൊതുയോഗത്തിനാണ്. ഈ യോഗം ആവശ്യമുള്ളപ്പോൾ ഒക്കെയും ഭരണാധികാരികൾ വിളിച്ചുകൂട്ടേണ്ടതും ഇതിലെ അംഗങ്ങളായിരിക്കേണ്ടവർ (൧) ഭരണയോഗത്തിലെ മെമ്പറന്മാരും, (൨) ഐക്യസംഘത്തോടു ചേർക്കപ്പെട്ടിട്ടുള്ള സംഘങ്ങളുടെ പ്രതിനിധികളും ആകുന്നു. ഭരണാധികാരികൾ കൊല്ലത്തിൽ കുറഞ്ഞപക്ഷം ഒരു പ്രാവശ്യമെങ്കിലും പൊതുയോഗം നടത്തേണ്ടതാണ്. അതുകൂടാതെ പത്തു (൧൦) പ്രതിനിധികൾ ആവശ്യപ്പെടുന്ന അവസരത്തിലും പൊതുയോഗങ്ങൾ വിളിച്ചുകൂട്ടേണ്ടതാകുന്നു. താഴെ പറയുന്ന സംഗതികൾ പൊതുയോഗത്തിന്റെ ജോലികളിൽ ഉൾപ്പെട്ടവയാകുന്നു.

(൧) ഐക്യസംഘത്തിന്റെ ഭരണയോഗത്തിലെ അംഗങ്ങളെ തെരഞ്ഞെടുക്കുക.

(൨) കൊല്ലന്തോറും ഉണ്ടാകാവുന്ന വരവു ചെലവുകളുടെ മുൻകൂട്ടി ബഡ്ജററു തയ്യാറാക്കി രജിസ്ട്രാരുടെ അനുവാദത്തിനായി അയയ്ക്കുക (ഈ ബഡ്ജററിൽ പിന്നീടു വല്ല ഭേദഗതിയും വരുത്തേണ്ടിവന്നാൽ അതു രജിസ്ട്രാരുടെ അനുവാദം കൂടാതെ ചെയ്യാവുന്നതല്ല).

(൩) ഐക്യസംഘത്തിന്റെ സൂപ്പർവൈസർമാർക്കും മററു ജീവനക്കാർക്കും ഉള്ള ശമ്പളക്രമം നിശ്ചയിക്കുക.

(൪) രജിസ്ട്രാർക്ക് അയയ്ക്കേണ്ട വർഷാവസാന റിപ്പോർട്ടു പാസാക്കുക.

(൫) രജിസ്ട്രാരുടെ അധികാരത്തിന്നനുസരിച്ചു ലാഭവിഭാഗം പ്രവർത്തിക്കുക.

(൬) നടപ്പിലിരിക്കുന്ന വല്ല നിബന്ധനയും ഭേദപ്പെടുത്തുകയോ, മാററുകയോ, പുതിയ ഒരു നിബന്ധന ഉണ്ടാക്കുകയോ ചെയ്യുക.

(൭) അംഗമായ വല്ല സംഘവും ഭരണയോഗത്തിന്റെ മേൽ കൊണ്ടുവരുന്ന ആവലാതിയെപ്പററി അന്വേഷിക്കുക.

(ഖ) ൧൦-ം വകു-ം നിബന്ധനകളിൽ പറഞ്ഞിട്ടുള്ളതു പോലെയല്ലാതെ സംഘങ്ങളെ ഐക്യസംഘത്തിൽ ചേർക്കയോ ചേൎന്നിട്ടുള്ള സംഘങ്ങളെ അതിൽ നിന്നും പിരിക്കയോ ചെയ്യുക.

൩൧. ഐക്യസംഘത്തിന്റെ പൊതുയോഗങ്ങളിൽ ഹാജരായിരിക്കേണ്ടതു് എല്ലാ പ്രതിനിധികളുടേയും കടമയാണ്. ഒരു പൊതുയോഗത്തിനു കുറഞ്ഞപക്ഷം പത്തു (൧൦) അംഗങ്ങൾ ഹാജരായിരിക്കണം. ഐക്യസംഘത്തിൽ ചേൎന്നിട്ടുള്ള സംഘങ്ങളുടെ എണ്ണത്തിന്റെ നാലിൽ ഒരു ഭാഗം ൧൦-ൽ കുറഞ്ഞിരിക്കുന്നതായാൽ അത്രയും അംഗങ്ങൾ മതിയാകുന്നതാണ്.

൩൨. പൊതുയോഗങ്ങൾ കൂടുമ്പോൾ, യോഗത്തിൽ ഹാജരാകാൻ അർഹതയുള്ളവരായി അപ്പോൾ ഹാജരുള്ളവരുടെ ഇടയിൽ നിന്നും ഒരാളെ അഗ്രാസനാധിപതിയായി തിരഞ്ഞെടുക്കണം. യോഗത്തിൽ ആലോചിക്കപ്പെടുന്ന സകല സംഗതികളും ഹാജരുള്ള മെമ്പറന്മാരുടെ വോട്ടുകളുടെ ഭൂരിപക്ഷമനുസരിച്ചു തീർച്ചചെയ്യേണ്ടതാകുന്നു. ഓരോ മെമ്പർക്കും ഓരോ വോട്ടുമാത്രമെ ഉണ്ടായിരിക്കയുള്ളു. വോട്ടുകൾ തുല്യമായിരുന്നാൽ അഗ്രാസനാധിപതിക്കു ഒരു കാസ്റ്റിംഗ് വോട്ടു (വിശേഷാൽ ഒരു വോട്ടു) കൂടി ഉണ്ടായിരിക്കും.

## കൂട്ടായി വാങ്ങലും വില്പനയും.

൩൩. ഐക്യസംഘത്തോടു ചേൎക്കപ്പെട്ടിട്ടുള്ള എല്ലാ സംഘങ്ങളിലേയുമോ, അല്ലെങ്കിൽ ഒന്നോ അധികമോ സംഘങ്ങളിലെ മാത്രമോ, കമ്മിറ്റിക്കാരുടെ രേഖാമൂലമായ അപേക്ഷയിന്മേൽ അതതു സംഘാംഗങ്ങളുടെ ആവശ്യത്തിലേക്കു വേണ്ട കൃഷിസംബന്ധമായും, വീട്ടാവശ്യങ്ങൾക്കായും മറ്റും ഉള്ള സാധനങ്ങളെ അങ്ങനെ ആവശ്യപ്പെടുന്ന സംഘങ്ങളിൽ നിന്നും മുൻകൂറായി അടയ്ക്കുന്ന പണംകൊണ്ടു് ഐക്യസംഘത്തിന്റെ ഭരണയോഗത്തിനു മൊത്തമായി വാങ്ങിക്കാവുന്നതാണ്. ഇപ്രകാരം സാമാനങ്ങൾ വിലയ്ക്കു വാങ്ങുന്നതിൽ ഐക്യസംഘം അതിനോടു ചേൎക്കപ്പെട്ട സംഘങ്ങളുടെ ഒരു ഏജന്റായിമാത്രം ഇരിക്കുന്നതും ഇടപാടുമൂലം ഉണ്ടാകാവുന്ന വല്ല നഷ്ടത്തിനും ബാദ്ധ്യതപ്പെടുകയില്ലാത്തതുമാകുന്നു. ഇങ്ങിനെ ചെയ്യുന്ന വ്യാപാരങ്ങളെ സംബന്ധിച്ചു രജിസ്ട്രാർ നിശ്ചയിക്കുന്ന ഫാറം പ്രകാരം കണക്കുകൾ എഴുതിവയ്ക്കേണ്ടതാണ്. ഈ വിധം സാമാനങ്ങൾ വാങ്ങുന്ന ഏർപ്പാടിനെ സംബന്ധിച്ചു ആവശ്യമുള്ള ഉപനിബന്ധനകൾ ഭരണയോഗത്തിലുണ്ടാക്കാവുന്നതും, അവയെ ഐക്യസംഘത്തിന്റെ മിനിട്ടു ബുക്കിൽ ചേർക്കേണ്ടതുമാകുന്നു. ഉപനിബന്ധനകളുടെ ഒരു പകർപ്പു രജിസ്ട്രാരുടെ അംഗീകരണത്തിനായി അയച്ചു കൊടുക്കയും വേണം.

ഐക്യസംഘത്തോടു ചേൎക്കപ്പെട്ടിട്ടുള്ള സംഘങ്ങളിലെ കമ്മിറ്റിക്കാരുടെ രേഖാമൂലമായ അപേക്ഷയിന്മേൽ അവയിലെ മെമ്പറന്മാരുടെ വക വിളവു സാധനങ്ങളെ കൂട്ടായി വില്ക്കുന്നതിലും ഭരണയോഗം ഏർപ്പാടു ചെയ്യാവുന്നതാണ്. എന്നാൽ ഇപ്രകാരമുള്ള വില്പനയിലും ഐക്യസംഘം ഒരു ഏജന്റായി നില്ക്കുകയല്ലാതെ നഷ്ടം വല്ലതും നേരിടുകയാണെങ്കിൽ അതിനു യാതൊരു ചുമതലയും വഹിക്കുന്നതല്ല.

## പലവക.

൩൪. ഒരു നിബന്ധനമാറ്റുകയൊ ഭേദപ്പെടുത്തുകയൊ ദുർബലപ്പെടുത്തുകയൊ ഒരു പുതിയ നിബന്ധന ഏർപ്പെടുത്തുകയൊ ചെയ്യുന്നതു മെമ്പറന്മാരുടെ ഒരു പൊതുയോഗത്തിൽവച്ചു മാത്രം വേണ്ടതും അങ്ങനെ ചെയ്യുന്നതു രജിസ്ട്രാരുടെ അനുമതികിട്ടിയതിന്മേൽമാത്രം നടപ്പിൽവരുമെന്നുള്ളതുമാകുന്നു.

൩൨. ഐക്യസംഘത്തിലെ നിബന്ധനകൾക്കും അംഗങ്ങളായി ചേർന്നിട്ടുള്ള സംഘങ്ങളിലെ നിബന്ധനകൾക്കും തമ്മിൽ യോജിപ്പില്ലാതെ വരുന്നപക്ഷം ഐക്യസംഘത്തിലെ നിബന്ധനകൾ ബലപ്പെട്ടിരിക്കുന്നതാകുന്നു. നിബന്ധനകളെ വ്യാഖ്യാനിക്കുന്ന കാര്യത്തിൽ സംശയം ഉണ്ടാകുന്നപക്ഷം ആയതു രജിസ്ട്രാറെ തെര്യപ്പെടുത്തേണ്ടതും ആയതിനു അദ്ദേഹത്തിന്റെ തീർച്ച അവസാന തീർച്ചയായിരിക്കുന്നതും ആകുന്നു.

൩൩. ആണ്ടുതോറും പരസ്പര സഹായ വർഷം അവസാനിച്ചതിൽ പിന്നീട് ൧൫ ദിവസത്തിനകം ഐക്യസംഘം ആ സംഘത്തിലെ (എ) കഴിഞ്ഞ വർഷത്തിലെ വരവു ചെലവുകളെയും (ബി) ആ കൊല്ലം ഒടുവിലത്തെ തീയതിക്കു ഇരിപ്പുള്ള മുതലുകളും നില്പുള്ള കടങ്ങളും (സി) ലാഭനഷ്ടങ്ങൾ ഉണ്ടായിരുന്നാൽ അവയെയും കാണിക്കുന്ന ഓരോ സ്റ്റേറ്റുമെൻറുകൾ തയാറാക്കി താമസം കൂടാതെ രജിസ്ട്രാർക്കു അയക്കേണ്ടതാണ്. രജിസ്ട്രാർ അവയെ പരിശോധിച്ചു തന്റെ ആഡിററു സർട്ടിഫിക്കററ് കൊടുത്തതിനു ശേഷം, രജിസ്ട്രാർ നിശ്ചയിക്കുന്ന വിധത്തിൽ ഐക്യസംഘം ആ കണക്കുകൾ പ്രസിദ്ധപ്പെടുത്തുകയും വേണം.

൩൪. ഐക്യസംഘത്തിലെ മെമ്പറന്മാർ തമ്മിലാകട്ടെ, മുമ്പ് മെമ്പറന്മാരായിരുന്നവർ തമ്മിലാകട്ടെ ഒരു മെമ്പർ വഴിയായോ, മുമ്പു മെമ്പറന്മാരായിരുന്ന ആൾ വഴിയായോ അവകാശപ്പെടുന്ന ആളുകൾ തമ്മിലാകട്ടെ, മെമ്പറോ മുമ്പു മെമ്പറായിരുന്ന ആളോ അങ്ങനെ അവകാശപ്പെടുന്ന ആളുകളും ഐക്യസംഘവും തമ്മിൽ ആകട്ടെ വല്ല തർക്കവും ഉണ്ടാകുന്ന സംഗതിയിൽ അതു എഴുത്തുമൂലം വല്ല കക്ഷിക്കും രജിസ്ട്രാരുടെ തീർപ്പിനായി അയയ്ക്കാം. ഇപ്രകാരം തന്നെ ഒരു മെമ്പരുടെ പക്കൽ നിന്നോ മുമ്പ് മെമ്പറായിരുന്ന ആളുടെ പക്കൽ നിന്നോ ഒരു മെമ്പർ വഴിയായോ മുമ്പു മെമ്പറായിരുന്ന ആൾ വഴിയായോ അവകാശപ്പെടുന്ന ആളുടെ പക്കൽ നിന്നോ ഐക്യസംഘത്തിലേക്കു കിട്ടേണ്ടതായ കടംതുകയെപ്പററി വല്ല തർക്കവും ഉണ്ടായാൽ ആയതു ഇരു കക്ഷികളും എഴുത്തുമൂലം രജിസ്ട്രാരുടെ തീർപ്പിനായി അയയ്ക്കാം. രജിസ്ട്രാർ അങ്ങനെയുള്ള ഒരു തർക്കത്തെ താൻ തന്നെ തീർച്ച ചെയ്യുകയോ, അല്ലെങ്കിൽ സഹകരണ ആക്റ്റിലെ ൫൪-ാം വകുപ്പിൻപ്രകാരം ഗവണ്മെന്റുണ്ടാക്കിയിട്ടുള്ള ചട്ടങ്ങളുടെ ൩൩-ാം വകുപ്പ് അനുസരിച്ച് ഒരു മദ്ധ്യസ്ഥനോ, മദ്ധ്യസ്ഥന്മാർക്കോ തീർച്ച ചെയ്വാൻ അയക്കയോ ചെയ്യാം. രജിസ്ട്രാരോ, മദ്ധ്യസ്ഥനോ, മദ്ധ്യസ്ഥന്മാരോ, കല്പിക്കുന്ന തീർച്ച അവസാനതീർച്ചയായിരിക്കുന്നതും അതിനെ ഐക്യസംഘം ഏതു സിവിൽ കോർട്ടിന്റെ അതൃത്തിയിൽപ്പെട്ടിരിക്കുന്നുവോ ആ കോർട്ടിൽ നടത്തുവാൻ കൊടുക്കയും ചെയ്യണം.

(നോട്ട്:— ഈ വകുപ്പിൽ പറഞ്ഞിരിക്കുന്ന മെമ്പർ എന്ന പദത്തിൽ ഐക്യസംഘത്തോടു ചേർക്കപ്പെട്ട ഒരു സംഘം എന്നർത്ഥം.)

## നെയ്ത്തുവ്യവസായ സഹകരണ സംഘ (ക്ലിപ്തം)ത്തിന്റെ
## പ്രത്യേകനിബന്ധനകൾ.

൧. -ാംനമ്പർ നെയ്ത്തുവ്യവസായസഹകരണസംഘം (ക്ലിപ്തം) ൧൦൮൯-ലെ ൧൦-ാംനമ്പർ റഗുലേഷൻ പ്രകാരം ഒരു പരസ്പരസഹായസംഘമായി രജിസ്റ്റർ ചെയ്യപ്പെട്ടിരിക്കുന്നു. അതിന്റെ മേൽവിലാസം താലൂക്ക പകുതി ക്കര അഞ്ചൽ ആഫീസ് എന്നായിരിക്കുകയും ചെയ്യും. അതിന്റെ പ്രവർത്തികൾ മാത്രം നടത്തുന്നതാകുന്നു.

## ഉദ്ദേശങ്ങൾ.

(൧) മെമ്പറന്മാരുടെ ഇടയിൽ നെയ്ത്തുവ്യവസായം അഭിവൃദ്ധിപ്പെടുത്തുന്നതിലേക്കായി മെമ്പറന്മാരുടെയും, മററുള്ളവരുടെയും, ഗവൺമെൻറിൻെറയും പക്കൽനിന്നും ദ്രവ്യം കടംവാങ്ങുക.

(൨) അംഗങ്ങൾക്ക് ആവശ്യമുള്ള നൂൽ, നെയ്ത്തുയന്ത്രങ്ങൾ മുതലായവ മൊത്തമായോ ചില്ലറയായോ വിലയ്ക്കുവാങ്ങിച്ച് റൊക്കവിലക്കോ, വായ്പക്കോ കൊടുക്കുക.

(൩) നെയ്ത്ത് ആവശ്യങ്ങൾക്ക് കടംവായ്പ നൽകുക.

(൪) ഉല്പന്നങ്ങളുടെ ഈടിന്മേൽ അഡ്വാൻസുകൾ നൽകുക.

(൫) മെമ്പറന്മാരുടെ ഉല്പന്നങ്ങൾ സംഘം ഏറെറടുത്തോ ഏജൻസികൾ മുഖാന്തിരമോ, നേരിട്ടോ വില്പന നടത്തുക.

(൬) മേൽപറഞ്ഞ ഉദ്ദേശത്തിലേക്കാവശ്യമുള്ള വില്പനഡിപ്പോകൾ നടത്തുക;

(൭) നെയ്ത്തുവ്യവസായം അഭിവൃദ്ധിപ്പെടുത്തുന്നതിലേക്കു വേണ്ട എല്ലാകാര്യങ്ങളും ചെയ്യുക.

(൮) മെമ്പറന്മാരുടെയിടയിൽ സഹകാരിത, സ്വാശ്രയം, മിതവ്യയം മുതലായവ ഉത്തേജിപ്പിക്കുക, ഇവയാകുന്നു.

൩. സംഘത്തിന്റെ പൊതുവായ കടങ്ങൾക്ക മെമ്പറന്മാർക്കുള്ള കടബാദ്ധ്യത അവർ എടുത്തിട്ടുള്ള ഓഹരിമുതലിന്റെ തുകയോട് ക്രമമനുസരിച്ചു ക്ലിപ്തപ്പെട്ടതായിരിക്കും.

൪. സംഘത്തിന്റെ മൂലധനം തൽക്കാലം, ഓരോ ഓഹരിക്ക ഉറുപ്പിക വീതം ഓഹരികളുള്ള ഉറുപ്പികയായിരിക്കും. ഓരോ ഓഹരിയുടെയും വിലസംഖ്യ ഓഹരി എടുക്കുന്ന സമയം മുഴുവനുമായോ അല്ലാത്തപക്ഷം ഗഡുക്കളായോ അടയ്ക്കേണ്ടതാണ്. ഗഡുക്കളായി അടക്കുന്നപക്ഷം ഉറു/ചക്രം ഓഹരിഎടുക്കുന്ന സമയത്തും ബാക്കി സംഖ്യ ഓഹരിഎടുത്തമാസം മുതൽ മാസംതോറും ഉറു/ചക്രം വീതം [illegible]മാസം കൊണ്ടോ അതിനുമുമ്പായോ അടയ്ക്കേണ്ടതാകുന്നു. ഗഡുക്കളായി അടയ്ക്കാൻ തീർച്ചപ്പെടുത്തുന്നപക്ഷം ഒരു മെമ്പർക്ക ബാക്കി സംഖ്യ മുഴുവനുമോ അല്ലെങ്കിൽ അതിന്റെ ഒരു അംശമോ മുൻകൂറായി എപ്പോഴെങ്കിലും അടയ്ക്കാവുന്നതാണ്. ഒരു മെമ്പർ അടയ്ക്കേണ്ട സംഖ്യ അടയ്ക്കാതെ മൂന്നു ഗഡുക്കൾ തുടരെ വീഴ്ചവരുത്തിയാൽ ആ മെമ്പറെ സംഘത്തിൽനിന്നും നീക്കാവുന്നതും അതുവരെ അടച്ചിട്ടുള്ള ഓഹരിസംഖ്യ അയാൾക്ക തിരികെ കിട്ടുവാനവകാശമില്ലാത്തതും ആയതു ആണ്ടവസാനത്തിൽ സംഘത്തിന്റെ കരുതൽധനഫണ്ടിലേക്കു ചേർക്കുന്നതുമാകുന്നു.

൫. ൧൮ വയസ്സ് കഴിഞ്ഞിരിക്കുകയും സ്വസ്ഥബുദ്ധിയുള്ളയാളായിരിക്കുകയും ഒന്നാമത്തെ പ്രത്യേക നിബന്ധനയിൽ പറഞ്ഞ പ്രദേശത്തു പാർത്തുവരികയും ചെയ്യുന്ന എല്ലാ ആളും ഒരു മെമ്പറായി ചേരുവാൻ യോഗ്യനായിരിക്കും. ഇങ്ങിനെയുള്ളവനെങ്കിലും മെമ്പറായി ചേരുവാൻ തനിക്ക അവകാശമുണ്ടെന്നു യാതൊരാൾക്കും നിർബന്ധിക്കാവുന്നതല്ല

൬. സംഘത്തിൽ ചേരുന്നതിനും ഓഹരികൾ കിട്ടുന്നതിനും ഉള്ള അപേക്ഷകൾ ആ വകക്കായി നിശ്ചയിച്ചിട്ടുള്ള ഫാറത്തിൽ എഴുതി സിക്രട്ടറിക്ക് അയക്കേണ്ടതും ആയതു കമ്മററിക്കാരുടെ തീർച്ചക്കുൾപ്പെട്ടതുമാകുന്നു. കാരണംപറയാതെ അപേക്ഷകളെ തള്ളുന്നതിനുള്ള അധികാരം കമ്മററിക്കുണ്ടായിരിക്കുന്നതാകുന്നു.

൭. ഓരോ മെമ്പറും കുറഞ്ഞപക്ഷം ഓരോ ഓഹരി എങ്കിലും എടുക്കേണ്ടതും. എന്നാൽ യാതൊരു മെമ്പറും ഓഹരികളിൽ അധികം എടുക്കാൻ പാടില്ലാത്തതുമാകുന്നു. ഓരോ മെമ്പറും ഓഹരി എടുക്കുന്ന സമയം അയാൾ എടുത്തിട്ടുള്ള ഓരോ

ഓഹരിക്കും ചക്രം പ്രവേശനഫീസ അടയ്ക്കണം, എന്നാൽ -ന മേൽ മുതൽക്കുള്ള ഓരോ ഓഹരിയ്ക്കും ... ചക്രം വീതം പ്രവേശനഫീസ് അടയ്ക്കണം.

൮. യാതൊരു മെമ്പറേയും അയാൾ എടുത്തിട്ടുള്ള ഓഹരികളെ കൊല്ലത്തിനുള്ളിൽ മടക്കി വാങ്ങുവാൻ അനുവദിക്കുന്നതല്ല. എന്നാൽ ഓഹരി മടക്കികിട്ടേണ്ടതിനുള്ള അപേക്ഷ കൊടുത്തതിന ൬ മാസത്തിന ശേഷവും, രണ്ടാമതു സംഘത്തിലേക്ക അയാൾ അടയ്ക്കേണ്ട കടം വാസ്തുകൾ ഒന്നും മടക്കികൊടുപ്പാൻ ഇല്ലാതിരിക്കുകയും മൂന്നാമതു സംഘത്തിന അയാൾ ജാമ്യമായി നിന്നു വാങ്ങിയ യാതൊരു കടവും അടയ്ക്കേണ്ടതില്ലാതിരിക്കുകയും ചെയ്യുന്നപക്ഷം കമ്മററിക്കാരുടെ അനുമതിയോടുകൂടി ആ അവധിക്കു ശേഷം ഒരു മെമ്പർക്ക ഓഹരി മടക്കി കൊടുക്കാവുന്നതാകുന്നു. ഏതെങ്കിലും ഒരു കൊല്ലത്തിൽ ഇപ്രകാരം മടക്കികൊടുക്കുന്ന ആകെ ഓഹരി സംഖ്യ ആ കൊല്ലം ആരംഭത്തിൽ സംഘത്തിലുണ്ടായിരുന്ന ആകെ ഓഹരി മുതലിന്റെ പത്തിലൊന്നിൽ കവിയാതിരിക്കണം. ഈ നിബന്ധനപ്രകാരം ഒരു മെമ്പർ വിട്ടുപോകുമ്പോൾ അയാൾ യഥാർത്ഥത്തിൽ അടച്ച ഓഹരി സംഖ്യയും അതിന്മേൽ ലാഭപങ്കായി മെമ്പർക്ക കൊടുപ്പാനുള്ള വല്ല ഡിവിഡെന്റും ഉണ്ടെങ്കിൽ അതും സംഘം മടക്കി കൊടുക്കേണ്ടതാണ്.

൯. ൧-ാമത്തെ നിബന്ധനയിൽ വ്യവസ്ഥപ്പെടുത്തിയ അതൃത്തി വിട്ടു താമസമാക്കിയതിനാലോ വേറെ വല്ല കാരണത്താലൊ ഒരു മെമ്പർക്ക മെമ്പറായിരിപ്പാനുള്ള യോഗ്യത പൊയ്പ്പോകുന്നപക്ഷം അയാളുടെ പേർ മെമ്പറന്മാരുടെ പട്ടികയിൽനിന്നും നീക്കാൻ ചെയ്യേണ്ടതും, അയാൾ അടച്ചിട്ടുള്ള ഓഹരിസംഖ്യയും ഡിവിഡന്റു വല്ലതും ഉണ്ടെങ്കിൽ അതും കൂടിയ തുകയിൽ നിന്നു സംഘത്തിലേക്ക് അയാൾ നേരിട്ടോ ജാമ്യമായോ വല്ലതും അടക്കേണ്ടതുണ്ടെങ്കിൽ അതുകഴിച്ചു ബാക്കിയുള്ളതു ഒരു ന്യായമായ അവധിക്കുള്ളിൽ മടക്കിക്കൊടുക്കേണ്ടതും ആകുന്നു.

൧൦. (എ) ഒരു മെമ്പർ മരിച്ചുപോയാൽ അയാളുടെ മെമ്പർ സ്ഥാനം തന്നിമിത്തം നിന്നുപോകുന്നതാകുന്നു.

(ബി) എ. സംഘത്തിലെ ഓരോ മെമ്പരും സംഘത്തിലുള്ള തന്റെ ഓഹരിയെയോ, അവകാശത്തെയോ തന്റെ മരണശേഷം പിന്തുടരുവാൻ വല്ല ആളെയും പേർ പറഞ്ഞു നിയമിക്കാവുന്നതാകുന്നു. മെമ്പർ മരിച്ചുപോകുമ്പോൾ അപ്രകാരം ചെയ്ത നിയമനത്തെ സംഘം സാധുവാക്കണം.

(i) മരിച്ചുപോയ മെമ്പർ മേൽപ്രകാരം നിയമിക്കുമ്പോൾ ആ നിയമിച്ച വിവരത്തിനു രണ്ടു സാക്ഷികളുടെ എങ്കിലും മുമ്പാകെ വച്ചു പത്രത്തിൽ ആ ആൾ ഒപ്പിട്ടിരിക്കയും ആ സാക്ഷികൾ ആ വിവരത്തിനു അതിൽ ഒപ്പിട്ടിരിക്കയും വേണം.

(ii) ആ വക നിയമനങ്ങൾ രജിസ്റ്റർ ചെയ്യാനായി സംഘം വച്ചിരിക്കുന്ന പുസ്തകങ്ങളിൽ ആ നിയമനത്തെ പതിച്ചിരിക്കണം.

(iii) പേർപറഞ്ഞു നിയമിക്കപ്പെട്ട ആൾ ൩-ാമത്തെ പ്രത്യേകനിബന്ധന അനുസരിച്ചു ഒരു മെമ്പറായി മുമ്പുതന്നെ ചേർക്കപ്പെട്ടിട്ടുണ്ടായിരിക്കയോ, അല്ലാത്തപക്ഷം പിന്നെ ചേർക്കപ്പെടുകയോ ചെയ്തിരിക്കണം.

ബി. മരിച്ചുപോയ ഒരു മെമ്പർ അയാളുടെ അവകാശിയായി സംഘത്തിൽ അയാളുടെ ഓഹരിക്കോ, മററു സ്വത്തിനോ, ആരെയും നിശ്ചയിച്ചിട്ടില്ലാത്ത പക്ഷം അയാളുടെ പിന്തുടർച്ചാവകാശിക്കൊ അല്ലെങ്കിൽ അയാളുടെ അവകാശം നിയമപ്രകാരം സിദ്ധിച്ചിട്ടുള്ള മററു വല്ലവർക്കൊ അല്ലെങ്കിൽ മേൽ പറഞ്ഞവർ ൬ മാസത്തിനുള്ളിൽ നിയമിക്കുന്ന മററു വല്ലവർക്കൊ, ഈ അവകാശം ഇരിക്കുന്നതാണ്. എന്നാൽ അങ്ങിനെയുള്ള പിൻതുടർച്ചാവകാശിയേയൊ, നിയമപ്രകാരം അവകാശം സിദ്ധിച്ചിട്ടുള്ള ഒരാളെയൊ, അല്ലെങ്കിൽ ഇവരാൽ നിയമിക്കപ്പെട്ട വേറെ ഒരാളേയൊ ൩-ാം പ്രത്യേകനിബന്ധനയിൽ പറഞ്ഞപ്രകാരം കമ്മിററിക്കാർ സംഘത്തിലെ ഒരു മെമ്പറായി സ്വീകരിച്ചിരിക്കയൊ സ്വീകരിക്കുകയൊ ചെയ്തിരിക്കണം.

സി. * മരിച്ചുപോയ മെമ്പർക്ക് എ. ബി. ഈ പിരിവുകളിൽ പറഞ്ഞപ്രകാരം മെമ്പർ സ്ഥാനത്തിന യോഗ്യതയുള്ള അവകാശികൾ ഇല്ലാത്തപക്ഷം [illegible] അയാളുടെ മരണസമയത്തു് അയാൾക്കുള്ള ഓഹരി സംഖ്യയേയും മററ് അയാൾക്കു സംഘത്തിലുള്ള സ്വത്തുക്കളെയും സംഘനിബന്ധനകൾ അനുസരിച്ച് അയാൾ നിയമിച്ച ആളോ പിൻതുടർച്ചാവകാശികളോ അല്ലാത്തപക്ഷം അവരുടെ അവകാശം [illegible] പ്രകാരം സിദ്ധിച്ചിട്ടുള്ള മററു വല്ലവർക്കുമോ കൊടുക്കേണ്ടതാകുന്നു.

൫൫. (൧) മെമ്പറായിരുന്ന ഒരാൾ മെമ്പർ സ്ഥാനം ഒഴിഞ്ഞുപോയ തീയതിക്ക സംഘം കൊടുക്കേണ്ടതായ കടങ്ങൾക്ക [illegible] നിബന്ധനയിൽ പറഞ്ഞിരിക്കുന്ന [illegible] അയാളുടെ ബാദ്ധ്യത ആ തീയതിമുതൽ രണ്ടു സംവത്സരം [illegible] നിലനിൽക്കുകയും ചെയ്യും.

(൨) മരിച്ചുപോയ ഒരു മെമ്പറുടെ സ്വത്തു അയാൾ മരിച്ച [illegible] കടങ്ങളായിരുന്ന പൊതുവായ കടത്തിന് അയാളുടെ മരണശേഷം ഒരു കൊല്ലത്തേക്ക [illegible] നിബന്ധനയിൽ പറഞ്ഞപ്രകാരം ബാദ്ധ്യതപ്പെട്ടിരിക്കുകയും ചെയ്യും.

൫൬. യാതൊരു മെമ്പരെയും കമ്മററിക്കാരുടെ അനുമതിയില്ലാതെ അയാൾ എടുത്തിട്ടുള്ള ഓഹരിയേയോ, ഓഹരികളേയോ, കൈമാററം ചെയ്വാനോ, കടത്തിൽ പെടുത്തുവാനോ അനുവദിക്കുന്നതല്ല.

൫൭. ഒരു മെമ്പർ തനിക്കുള്ള ഓഹരികളുടെ എണ്ണം ൭-ാമത്തെ നിബന്ധനയിൽ പറഞ്ഞിട്ടുള്ള ഓഹരി എന്ന ക്ലിപ്തത്തിൽ കവിയാതിരിക്കത്തക്കവണ്ണം കമ്മററിക്കാരുടെ അനുമതിയോടുകൂടി എപ്പോഴെങ്കിലും വർദ്ധിപ്പിക്കാം. എന്നാൽ യാതൊരു മെമ്പരേയും അയാൾ എടുത്തിട്ടുള്ള ഓഹരികളുടെ എണ്ണം അയാൾ ചേർന്നതിന്റെശേഷം രണ്ടുകൊല്ലത്തിനുള്ളിൽ കുറയ്ക്കുവാനായി അനുവദിക്കുന്നതല്ല.

### ഡിപ്പാസിററുകൾ.

൫൮. കമ്മററിക്കാരുടെ യുക്തംപോലെ എപ്പോഴെങ്കിലും മെമ്പർമാരുടേയോ, മെമ്പർമാരല്ലാത്തവരുടേയോ പക്കൽനിന്നു ഡിപ്പാസിററുകൾ വാങ്ങാവുന്നതാണ്.

൫൯. ഡിപ്പാസിററുകൾ സ്വീകരിക്കുന്നതിൽ മെമ്പരല്ലാത്തവരിൽ നിന്നുള്ള ഡിപ്പാസിററിനേക്കാൾ മെമ്പർമാരിൽനിന്നുള്ള ഡിപ്പാസിററുകൾക്കു പ്രാധാന്യം കൊടുക്കുന്നതാണ്.

൬൦. ഡിപ്പാസിററുകൾ [illegible] വിധം ഉണ്ടായിരിക്കുന്നതാണ്.

### എ. ഫിക്സഡ് ഡിപ്പാസിററ

ഒരു നിശ്ചിതകാലാവധിക്ക ഒരു നിശ്ചിതപണസംഖ്യ നിക്ഷേപമായി സംഘത്തിൽ വയ്ക്കുന്നതായാൽ അതിനെ ഒരു ഫിക്സഡ് ഡിപ്പാസിററ് അഥവാ സ്ഥിരനിക്ഷേപമെന്നു പറയപ്പെടും. യാതൊരു ഫിക്സഡ് ഡിപ്പാസിററും ഒരു രൂപായുടെ അംശമായിട്ടോ മൂന്നുമാസത്തിൽ കുറഞ്ഞ ഒരു കാലത്തേക്കോ സ്വീകരിക്കപ്പെടുന്നതല്ല. ഫിക്സഡ ഡിപ്പാസിററുകളിന്മേൽ പലിശ സാധാരണമായി കൊല്ലത്തിൽ ൫ ൧ ൦-ന ശതമാനത്തിൽ കവിയാത്ത നിരക്കു കണ്ടു കണക്കാക്കണം. ഫിക്സഡ് ഡിപ്പാസിററുകളിന്മേലുള്ള പലിശ ആണ്ടുതോറുമൊ, പ്രത്യേക വ്യവസ്ഥകൾ ഉണ്ടായിരുന്നാൽ അവയെ അനുസരിച്ചു ക്ലിപ്തപ്പെടുത്തുന്ന കാലാവധിക്കൊ കൊടുക്കേണ്ടതാകുന്നു. ഫിക്സഡ് ഡിപ്പാസിററുകളിന്മേലുള്ള പലിശ ആ ഡിപ്പാസിററ എത്ര കാലത്തേക്ക വച്ചിരിക്കുന്നുവോ ആ കാലം കഴിഞ്ഞാൽ നിന്നുപോകുന്നതാകുന്നു. എന്നാൽ മൂന്നുമാസത്തിൽകുറയാതെ പിന്നെയും ഒരു കാലത്തേക്കു ആ ഡിപ്പാസിററു പുതുക്കുവാനുള്ള ആഗ്രഹത്തെപ്പററി എഴുത്തുമുഖേന അറിയിപ്പു കൊടുക്കാതെ അവധി കഴിയുന്നതിനുമുമ്പെ സംഘത്തെഫീസ്സിൽ കിട്ടിയാൽ അങ്ങിനെ പലിശ നിന്നുപോകുന്നതും അല്ല.

## ബി. സേവിംഗ്സ് ഡിപ്പാസിററ.

(i) ഏതൊരാളേയും സംഘത്തിൽ ഒരു സേവിംഗ്സ് ഡിപ്പാസിററ കണക്ക വെയ്ക്കുവാൻ കമ്മററിക്കാർക്ക അനുവദിക്കാം. ഒരാൾക്ക ചുരുങ്ങിയതു അയാളുടെ കണക്കിൽ രൂപ ഉണ്ടായിരിക്കേണ്ടതും ഒരു കൊല്ലത്തിൽ ഒരു ഡിപ്പാസിററരുടെ പക്കൽനിന്ന സ്വീകരിക്കാവുന്ന കൂടുതൽ സംഖ്യ ൫൦൦ രൂപ ആയിരിക്കുന്നതും യാതൊരു സമയത്തും ഒരു ഡിപ്പാസിററരുടെ വകയായി ൨൦൦൦ രൂപയിൽ അധികമില്ല സംഖ്യ ഉണ്ടായിക്കൂടാത്തതും ആകുന്നു.

(ii) സേവിംഗ്സ് ഡിപ്പാസിററിന്മേൽ പലിശ മാസത്തിൽ ഏതെങ്കിലും ഒരു തീയതിക്ക ബാക്കി നില്പുള്ള ഏററവും ചുരുങ്ങിയ ഡിപ്പാസിററ സംഖ്യയിന്മേൽ രൂപാക്കു ൨ കാശുവീതം കണക്കാക്കുന്നതാണ്. ഒരു ഡിപ്പാസിററർ പണം മടക്കി എടുക്കുവാൻ ദിവസത്തെ നോട്ടീസ് സാധാരണയായി കൊടുക്കണം. ഒരാഴ്ചയിൽ [illegible] രൂപയിൽ അധികം മടക്കി എടുപ്പാൻ കൂടാത്തതും ആകുന്നു.

(iii) കമ്മിററി നിശ്ചയിക്കുന്ന പലിശ ചുമത്തി ഓരോ പാസബുക്ക സേവിംഗ്സ് ഡിപ്പാസിററ വെയ്ക്കുന്നവർക്ക കൊടുക്കപ്പെടും.

### മററു കടങ്ങൾ.

എൽ. മെംബറന്മാരിൽ നിന്നോ മെംബർമാർ അല്ലാത്ത ആളുകളിൽ നിന്നോ കമ്പനിനിയമപ്രകാരമോ സഹകരണസംഘം ആക്റ്റ പ്രകാരമോ രജിസ്റ്റർ ചെയ്യപ്പെട്ട സംഘങ്ങളിൽ നിന്നോ ഡിപ്പാസിററുകൾ അല്ലാത്ത മാതിരിയിൽ സംഘത്തിന വേണ്ടി പണം കടം വാങ്ങുവാൻ കമ്മററിക്കാർക്ക അധികാരമുണ്ടായിരിക്കുന്നതാണ്. എന്നാൽ അങ്ങിനെ വാങ്ങുന്ന കടം സംഖ്യയിന്മേൽ കൊടുക്കുന്ന പലിശ രജിസ്ട്രാർ അവർകളുടെ അനുവാദം കൂടാതെ കൊല്ലത്തിൽ നൂററിന (൬) ആറിൽ കവിയാതിരിക്കുകയും ഏതൊരു യൂനിയനോട സംഘം ചേർക്കപ്പെട്ടിരിക്കുന്നുവോ, ആ യൂനിയന്റെ ഭരണയോഗം അങ്ങിനെ കടം വാങ്ങുവാൻ സമ്മതിക്കുകയും ചെയ്തിരിക്കണം.

### സംഘത്തിനു ആകെ വാങ്ങാവുന്ന കടം

എം. മെംബറന്മാരിൽനിന്നും മെമ്പറല്ലാത്തവരിൽ നിന്നും ഡിപ്പാസിററ വഴിയായും വേറെ പ്രകാരത്തിലും കൂടി സംഘത്തിനു ഒട്ടാകെ കടം വാങ്ങാവുന്ന സംഖ്യ അടച്ച ഓഹരിപ്പണത്തിന്റേയും കരുതൽ ധനത്തിന്റേയും തുകയുടെ അഞ്ചിരട്ടിയിൽ അധികരിച്ചു കൂടുന്നതല്ല.

### ഭരണം.

എൻ. പൊതുയോഗം അപ്പപ്പോൾ ചെയ്യുന്ന നിശ്ചയങ്ങൾക്കുൾപ്പെട്ട സംഘം കാര്യാദികൾ നടത്തുന്നതിനുള്ള അധികാരം ഒരു കമ്മിററിയിൽ ഇരിക്കുന്നതാകുന്നു. കമ്മിററിയിൽ ഏഴിൽ അധികരിക്കാത്ത മെംബറന്മാർ ഉണ്ടായിരിക്കണം. എന്നാൽ അപ്രകാരം അഭിപ്രായമുള്ളപക്ഷം കമ്മിററിയിൽ ഒരു മെംബറെ നിയമിക്കുന്നതിനു രജിസ്ട്രാർ അവർകൾക്ക അധികാരമുണ്ടായിരിക്കും.

ഒ. കമ്മിററിമെംബറന്മാരെ മെംബറന്മാരുടെ ഇടയിൽനിന്നും പൊതുയോഗം ഒരു സംവത്സരക്കാലത്തേക്ക തിരഞ്ഞെടുക്കണം. കമ്മിററിമെംബറന്മാരുടെ കാലം കഴിഞ്ഞുപോയാലും വേറെ കമ്മററിയെ തിരഞ്ഞെടുക്കുന്നതുവരെ അവർതന്നെ ഉദ്യോഗത്തിൽ ഇരിക്കുന്നതാകുന്നു. കാലം കഴിഞ്ഞു പിരിയുന്ന കമ്മററിയിലെ ഒരു മെംബർക്ക പിന്നത്തെ തിരഞ്ഞെടുപ്പിനു രജിസ്ട്രാരുടെ പ്രത്യേക അനുവാദത്തോടുകൂടി നില്ക്കാവുന്നതാണ്. പൊതുയോഗം കമ്മിററിക്കാരെ തിരഞ്ഞെടുത്ത ശേഷം കമ്മിററിക്കാർ അവരുടെ ഇടയിൽനിന്ന് ഒരു പ്രസിഡണ്ടിനേയും ഒരു സിക്രട്ടറിയേയും ഒരു അസിസ്റ്റൻറസിക്രട്ടറിയേയും തിരഞ്ഞെടുക്കേണ്ടതാണ്. ഇടക്കാലങ്ങളിൽ കമ്മിററിയിൽ ഉണ്ടാകുന്ന ഒഴിവിലെ

ക്ക മെമ്പറന്മാരെ കമ്മിററി തിരഞ്ഞെടുക്കേണ്ടതാണ്. എന്നാൽ അടുത്ത പൊതുയോഗത്തിൽ അനുവദിക്കപ്പെടണം, കമ്മററിയിലെ ഒഴിവായ മെമ്പറന്മാരായ മെമ്പർമാരേയോ പൊതുയോഗത്തിന്റെ ഒരു തീർച്ച അനുസരിച്ച് നിശ്ചയം ചെയ്യേണ്ടതാണ്.

൨൪. സംഘം വക കാര്യാദികൾ നടത്തേണ്ടതിന്ന മാസത്തിൽ രണ്ടു പ്രാവശ്യമൊ ആവശ്യമെങ്കിൽ അതിലും അധികം പ്രാവശ്യമൊ കമ്മിററിയോഗങ്ങൾ കൂടേണ്ടതാണ്. യാതൊരു കമ്മിററിയിലെ തീർപ്പും കുറഞ്ഞത് (൫) നാലു കമ്മിററിമെമ്പറന്മാർകൂടി തീരുമാനിച്ചിട്ടില്ലെങ്കിൽ [illegible] സാധുവായിരിക്കുന്നതല്ല. കമ്മിററിയോഗത്തിൽ തീർച്ചക്കുള്ള കാര്യങ്ങൾ [illegible] ഭൂരിപക്ഷാഭിപ്രായപ്രകാരം തീർപ്പുചെയ്യേണ്ടതാണ്. [illegible] കൾ തുല്യമായിത്തീർന്നാൽ പ്രസിഡണ്ടിന്റെ അഭാവത്തിൽ നടത്തിയ അദ്ധ്യക്ഷനോ [illegible] കാസ്ററിംഗ് വോട്ട് [illegible] ചെയ്യുന്നതിന് അധികാരമുണ്ടായിരിക്കും. കമ്മിററിയോഗത്തിൽ ഒരു മെമ്പർ അയാളെ സംബന്ധിച്ച [illegible] കാര്യങ്ങളും കമ്മററിയോഗത്തിൽ [illegible] [illegible] [illegible] [illegible] [illegible] ഹാജരായിരിക്കാൻ പാടില്ലാത്തതാകുന്നു.

൨൫. കമ്മിററിയിലെ ഒരു മെമ്പർ തുടർച്ചയായി ൪ കമ്മിററിയോഗത്തിന്ന ഹാജരാകാതെയിരുന്നാൽ അയാളുടെ കമ്മിററിമെമ്പർസ്ഥാനം നിന്നുപോകുന്നതാണ്. എന്നാൽ കമ്മിററിക്കാർക്ക് അയാളെ വീണ്ടും മെമ്പറായി നിയമിക്കാവുന്നതാണ്.

൨൬. കമ്മിററിക്കാർ അപ്പഴപ്പോൾ ചെയ്യുന്ന നിശ്ചയങ്ങൾക്കു പുറമെ സംഘം ഉദ്യോഗസ്ഥന്മാർക്ക താഴെ പറയുന്ന അധികാരങ്ങളും ഉണ്ടായിരിക്കുന്നതാണ്.

(എ) പ്രസിഡണ്ടിന്ന സംഘം കാര്യാദികളെ സംബന്ധിച്ച ഒരു പൊതുവിചാരണ ഉണ്ടായിരിക്കുന്നതും, ഉദ്യോഗസ്ഥിയിൽ വെക്കേണ്ടതായിരിക്കുന്നതും, സംഘത്തിന്റെ എല്ലാ ഉദ്യോഗസ്ഥന്മാരും പ്രസിഡണ്ടിന്റെ അധീനത്തിൽ ഇരിക്കേണ്ടതും ആകുന്നു. സംഘം പ്രവൃത്തികൾ നടത്തുന്നതിന ശമ്പളം ആളുകളെ നിയമിപ്പാനും അവർക്ക പിഴ നിശ്ചയിക്കാനും അവരെ സസ്പെൻഡ ചെയ്യാനും, നീക്കം ചെയ്യാനും പ്രസിഡണ്ടിന്ന അധികാരമുണ്ടായിരിക്കുന്നതാണ്. എന്നാൽ മേൽ പറഞ്ഞ രണ്ടു സംഗതികളും കമ്മിററിയോഗത്തിൽ [illegible] അനുവദിച്ചശേഷം ചെയ്യേണ്ടതാണ്.

(ബി) പ്രസിഡണ്ടിന്റെ മേൽവിചാരത്തിന്നു കീഴ്പെട്ടു സംഘം പ്രവൃത്തികൾ നടത്തുന്നതിന്റെ ഉത്തരവാദം സിക്രട്ടറിക്ക ആയിരിക്കുന്നതാണ്.

(സി) സംഘത്തിന്റെ ബാങ്കി വ്യവഹാരം നടത്തുന്നതു പ്രസിഡണ്ട/സിക്രട്ടറി ആയിരിക്കേണ്ടതാകുന്നു. സംഘം വക സകല പ്രമാണങ്ങളും പ്രസിഡണ്ടിന്റെ/സിക്രട്ടറിയുടെ പേരിൽ ആയിരിക്കും.

(ഡി) അസിസ്റ്റണ്ട സിക്രട്ടറി സിക്രട്ടറിയെ സഹായിക്കേണ്ടതാണ്. സിക്രട്ടറിക്കോ അസിസ്റ്റണ്ട സിക്രട്ടറിക്കോ അവധി വേണമെങ്കിൽ ആയതു പ്രസിഡണ്ട സമ്മതിക്കേണ്ടതും ആ കാലത്തിനിടയിൽ സംഘം ജോലി കമ്മററിയിലെ ഒന്നോ അതിലധികമോ മെമ്പറന്മാരെക്കൊണ്ടു നടത്തുവാൻ ഏർപ്പാടു ചെയ്യേണ്ടതും ആകുന്നു.

൨൭. കമ്മററിക്കാരിൽ ആരെങ്കിലും ഒരാൾ സംഘത്തിൽനിന്ന കടം വാങ്ങി, അവധിക്ക മടക്കിക്കൊടുക്കാതെ ബാക്കി നിറുത്തിയാൽ ആ കാരണങ്ങൾകൊണ്ടു സ്വയം ആ കമ്മററിമെമ്പറായിരിപ്പാൻ പാടില്ലാത്തതാകുന്നു. എന്നാൽ അവധി തെററിയ തീയതി മുതൽ ൩ മാസത്തിനുള്ളിൽ കടം വായ്പ മടക്കി അടയ്ക്കുകയും നിശ്ചയിച്ച അവധിക്ക അടയ്ക്കാത്തതിന്ന ന്യായമായ കാരണം കാണിക്കുകയും ചെയ്യുന്നപക്ഷം സംഘത്തിന്റെ പൊതുയോഗത്തിന്ന അയാളെ തന്നെ വീണ്ടും കമ്മററിമെമ്പറാക്കാവുന്നതാണ്. അവധി തെററിയ തീയതി മുതൽ ൩ മാസത്തിൽ അധികകാലം അതു അടപ്പാൻ വീഴ്ചചെയ്താൽ യാതൊരു സംഗതിവശാലും അയാൾ കമ്മററിയോഗത്തിൽ ഇരിപ്പാൻ പാടുള്ളതല്ല.

൨൮. സംഘത്തിലേയ്ക്കു അടയ്ക്കുന്ന എല്ലാപണങ്ങൾക്കും രസീതുകൾ കൊടുക്കണം. മെമ്പറന്മാർ അടയ്ക്കുന്ന പണത്തിന കൊടുക്കുന്ന രസീതു ആ ജോലിക്ക നിശ്ചയിച്ചിരിക്കുന്ന

പ്രസിഡൻറാ സിക്രട്ടറിയൊ അസിസ്റ്റൻറുസിക്രട്ടറിയൊ ഒപ്പിട്ടിരിക്കണം. മെമ്പരന്മാരിൽ നിന്നോ അന്യന്മാരിൽ നിന്നോ കടമായി വാങ്ങുന്ന എല്ലാപണങ്ങൾക്കും കൊടുക്കുന്ന രസീതാ കച്ചീട്ടും കമ്മററിയിലെ രണ്ടു മെമ്പർമാർ ഒപ്പിട്ടുകൊടുക്കേണ്ടതും അവരിൽ പ്രസിഡൻറും സിക്രട്ടറിയും ഉൾപ്പെട്ടിരിക്കേണ്ടതും ആകുന്നു.

൨൬. കമ്മററിക്കാർ സഹകരണസംഘം റൂൾസു വകുപ്പുപ്രകാരം നിശ്ചയിച്ചിട്ടുള്ളതും രജിസ്ത്രാർ അവർകൾ അപ്പഴപ്പോൾ നിശ്ചയിക്കുന്ന ചട്ടങ്ങൾപ്രകാരവും ഉള്ള കണക്കുകളും രജിസ്റ്ററുകളും വെക്കേണ്ടതും രജിസ്ത്രാർ അവർകൾ അയക്കുന്ന ആഡിററു ഉത്തരവുകളെയും ഇൻസ്പെക്ഷൻ നോട്ടുകളെയും അതു കിട്ടിയ തീയതിമുതൽ ഒരു മാസത്തിനകം സംഘത്തിന്റെ പൊതുയോഗംമുമ്പാകെ ഹാജരാക്കേണ്ടതും രജിസ്ത്രാർ അവർകളുമായി എഴുത്തുകുത്തുകൾ നടത്തേണ്ടതും ഈ സംഘത്തിനെ സംബന്ധിച്ച എല്ലാകാര്യങ്ങളും നടത്തേണ്ടതും ആകുന്നു.

൨൭. കമ്മററിക്കു സംഘം പ്രവൃത്തികൾ നടത്തുന്നതിനു അവശ്യമെന്നുതോന്നുന്ന ജീവനക്കാരെ നിശ്ചയിക്കാവുന്നതും നിശ്ചയിച്ച തോതനുസരിച്ചുള്ള ശമ്പളച്ചെലവും പൊതുയോഗം അതാതുകാലം അനുവദിക്കുന്ന ബഡ്ജററു സംഖ്യയിൽ അടങ്ങിയ ചെലവും നടത്താവുന്നതാകുന്നു. സിക്രട്ടറിക്കു ഓരോ ആവശ്യത്തിന് ഒരു രൂപായിൽ അധികരിക്കാത്ത ഒരു സംഖ്യ തൽക്കാലച്ചെലവ് ചെയ്യാവുന്നതാണ്.

൨൮. സംഘം ജീവനക്കാരുടെ പക്കൽ നിന്നു ജാമ്യവും വാങ്ങേണ്ടിവന്നാൽ അതിന്റെ സംഖ്യയും മാതിരിയും കമ്മററിക്കാർ തീർച്ചപ്പെടുത്താൻ അധികാരമുണ്ടായിരിക്കും.

൨൯. സംഘകാര്യങ്ങൾ നടത്തുന്നതിന് കമ്മററിക്കാർക്ക് ആക്ടിനും അതനുസരിച്ചുള്ള ചട്ടത്തിനും ഈ നിബന്ധനകൾക്കും അനുസരിച്ചു ഉപനിബന്ധനകൾ ഉണ്ടാക്കുവാൻ അധികാരമുണ്ട്. ഈ ഉപനിബന്ധനകളെ സംഘത്തിന്റെ മിനിട്ടുബുക്കിൽ ചേർക്കേണ്ടതും അതിന്റെ ഒരു പ്രതി സഹകരണസംഘം രജിസ്ത്രാർ അവർകളുടെ അനുമതിക്കായി അയക്കേണ്ടതുമാണ്.

൩൦. ൨൭-ാം നിബന്ധനയിൽ പ്രസ്താവിച്ച സംഗതിയിൽ ഒഴികെ കമ്മററിക്കാർ പ്രതിഫലം കൂടാതെ ജോലി നടത്തേണ്ടതാണ്.

## പൊതുയോഗം

൩൧. സംഘത്തിന്റെ ഭരണം സംബന്ധിച്ചുള്ള എല്ലാസംഗതികളുടെയും അവസാനതീരുമാനത്തിനുള്ള അധികാരം മെമ്പരന്മാരുടെ പൊതുയോഗത്തിനായിരിക്കും. ആ യോഗം സംഘത്തിന്റെ കാര്യങ്ങൾ നടത്തുവാൻ ആവശ്യമുള്ളപ്പോൾ ഒക്കെ കൂടുകയും വേണം. പൊതുയോഗത്തിന്റെ തീരുമാനത്തിനുൾപ്പെട്ടവയിൽ ചുവടെ വിവരിക്കുന്ന സംഗതികൾ പ്രധാനമായിട്ടുള്ളവയാകുന്നു.

(൧) കമ്മററിക്കാരെ തെരഞ്ഞെടുക്കയും മാററുകയും ചെയ്ക.

(൨) സഹകരണസംഘം രജിസ്ത്രാർ അവർകൾക്ക് അയക്കേണ്ട വർഷാവസാന റിപ്പോർട്ട് നിരൂപണം ചെയ്ക.

(൩) രജിസ്ത്രാർ അവർകളുടെ വർഷാവസാനകണക്കു പരിശോധന ഉത്തരവുമായിച്ചുനോക്കി വേണ്ടവിധം പ്രവർത്തിക്കുക.

(൪) നടപ്പിലിരിക്കുന്ന വല്ല നിബന്ധനയും ഭേദപ്പെടുത്തുകയോ ദുർബലപ്പെടുത്തുകയൊ ആകട്ടെ പുതിയ ഒരു നിബന്ധനയുണ്ടാക്കുകയാകട്ടെ ചെയ്ക.

(൫) ഒരു മെമ്പറെ നീക്കുക.

(൬) കമ്മററിക്കാരുടെ പേരിൽ മെമ്പരന്മാരിൽ വല്ലവരുമൊ അല്ലെങ്കിൽ മെമ്പറായി ചേരുന്നതിനു അപേക്ഷകൊടുത്തിട്ടുള്ള ആരെങ്കിലുമൊ കൊണ്ടുവരുന്ന ആവലാധിയെപ്പററി അന്വേഷിക്കുക.

(൭) ഗവർമ്മെണ്ടോ രജിസ്ത്രാർ അവർകളോ നിശ്ചയിക്കുന്ന കണക്കുകൾ അയക്കുക;

(൮) ൩൨-ാം വകുപ്പിൻപ്രകാരം കമ്മിററിയിലെ മെമ്പറന്മാർക്കോ അവരുടെ സംബന്ധക്കാർ, ആശ്രിതന്മാർ, ഭൃത്യന്മാർ, മുതലായവർക്കോ കടം അനുവദിക്കുക.

(൯) സ്ഥലത്തുള്ള യൂനിയനിലേയ്ക്കോ സെൻട്രൽ ബാങ്കിലേയ്ക്കോ പ്രതിനിധികളെ തെരഞ്ഞെടുക്കുക.

(൧൦) സ്ഥലത്തുള്ള യൂനിയനോടോ സെൻട്രൽ ബാങ്കിനോടോ സംഘത്തെ ചേർക്കുകയോ ചേർത്തിട്ടുള്ളതു പേർ വിടുവിക്കുകയോ ചെയ്ക.

൩൨. സംഘകാര്യങ്ങൾ നടത്തുന്നതിനു ആവശ്യമെന്നു വിചാരിക്കുമ്പോഴൊക്കെയും ഒരു പൊതുയോഗം കമ്മിററിക്കു വിളിച്ചുകൂട്ടാവുന്നതാകുന്നു. അഞ്ചിൽ ഒരു ഭാഗമോ അതിലധികമോ മെമ്പറന്മാരുടെ അപേക്ഷയിന്മേലും രജിസ്ത്രാർ അവർകളുടെ ആവശ്യപ്രകാരം സംഘത്തെ ഘടിപ്പിച്ചിരിക്കുന്ന യൂനിയൻ സംഘത്തിലെ തീരുമാനപ്രകാരം അയച്ചിട്ടുള്ള ഭരണയോഗത്തിലെ ഒരു മെമ്പറുടെ ആവശ്യപ്രകാരവും പൊതുയോഗം വിളിച്ചുകൂട്ടേണ്ടതാണ്.

൩൩. (൧) പൊതുയോഗത്തിനു ഹാജരാകേണ്ടതു എല്ലാ മെമ്പറന്മാരുടെയും കടമയാകുന്നു. ഒരു പൊതുയോഗത്തിനു അവശ്യം ഹാജരായിരിക്കേണ്ട മെമ്പർമാരുടെ സംഖ്യ ൧൨-ൽ കുറയാതെയിരിക്കണം. പൊതുയോഗങ്ങൾ മാസംതോറും അതിലേയ്ക്കു നിശ്ചയിക്കുന്ന ആഴ്ചയിലൊ തീയതിയിലൊ കൂടുന്നതാണ്.

(൨) പൊതുയോഗങ്ങൾ വിളിച്ചുകൂട്ടുന്ന ക്രമം, അതിനുള്ള സമയം, സ്ഥലം ആവശ്യം മുതലായവയെപ്പററി സംഘനിബന്ധനകളിലെ വ്യവസ്ഥകൾ എങ്ങനെയായാലും രജിസ്ത്രാർ അവർകൾക്കോ റഗുലേഷനിലെ ൩൪-ാം വകുപ്പനുസരിച്ച വിചാരണ ചെയ്യുന്നതിന്, രജിസ്ത്രാർ അവർകൾ അധികാരപ്പെടുത്തുന്ന മററു ആൾക്കോ,

(൩) മുന്നറിവുകൊടുത്തു ഒരു വിശേഷാൽ പൊതുയോഗം അവർ നിശ്ചയിക്കുന്ന സ്ഥലത്തും സമയത്തും വിളിച്ചുകൂട്ടുകയും

(൪) അപ്രകാരം കൂട്ടുന്ന യോഗത്തിൽ ആലോചിക്കേണ്ട വിഷയങ്ങളെ ക്ലിപ്തപ്പെടുത്തുകയും ചെയ്യാവുന്നതാകുന്നു.

അപ്രകാരം വിളിച്ചുകൂട്ടുന്ന പൊതുയോഗങ്ങൾക്കു സാധാരണ പൊതുയോഗങ്ങൾക്കുള്ള സകല അധികാരങ്ങളും ഉണ്ടായിരിക്കുന്നതാണ്. ഈ നിബന്ധനപ്രകാരമുള്ള കോറം തികയാതെ വന്നാലും (I) സംഘത്തിനു കോറം ലഭിക്കുന്നതിനു സാദ്ധ്യമല്ലായിരുന്നു എന്നും (II) പാസാക്കുന്ന നിശ്ചയങ്ങൾ സംഘത്തിന്റെ നന്മയ്ക്കു ആവശ്യമാണെന്നും (III) അവ അംഗങ്ങളുടെ പൊതുയോഗം അംഗീകരിക്കുന്നതാണെന്നും ബോദ്ധ്യം വരുന്നപക്ഷം യോഗം സാധുവാണെന്നു രജിസ്ത്രാർ അവർകൾക്കു ആജ്ഞാപിക്കാവുന്നതാകുന്നു.

(൫) ക്രമമായ ഒരു കമ്മിററിയെ തിരഞ്ഞെടുക്കുന്നതിനു പൊതുയോഗത്തിനു സാധിക്കാതെ വരുമ്പോൾ സംഘത്തിനുവേണ്ടി നടപടി നടത്തുന്നതിനു ഏതെങ്കിലും ഒരംഗത്തെ അധികാരപ്പെടുത്തുന്നതിന് പൊതുയോഗത്തിനു എപ്പോഴും സ്വാതന്ത്ര്യം ഉണ്ടായിരിക്കുന്നതാണ്.

൩൪. പൊതുയോഗത്തിൽ പ്രസിഡണ്ട ഹാജരുള്ളപ്പോൾ പ്രസിഡണ്ടതന്നെ സഭാനാഥനായിരിക്കണം. ഹാജരില്ലാത്തപക്ഷം യോഗത്തിനു അവരുടെ ഇടയിൽ നിന്നു ഒരു മെമ്പറെ സഭാനാഥനായി തെരഞ്ഞെടുക്കാവുന്നതാണ്. ഹാജരുള്ള ഓരോ മെമ്പർക്കും ഓരോ വോട്ടുമാത്രമെ ഉണ്ടായിരിക്കയുള്ളു. ഹാജരായി വോട്ടുചെയ്യുന്ന മെമ്പർമാരുടെ വോട്ടുകളിൽ ഭൂരിപക്ഷപ്രകാരം എല്ലാകാര്യങ്ങളും തീർച്ചപ്പെടുത്തുന്നതാണ്. വോട്ടുകൾ തുല്യമായെന്നാൽ അഗ്രാസനാധിപതിക്കു രണ്ടാമതു ഒരു വോട്ടുകൂടി ഉണ്ടായിരിക്കുന്നതാണ്.

൩൫. സാധാരണയായി ഒരു പൊതുയോഗം കൂട്ടാൻ മെമ്പർമാർക്ക    ദിവസത്തെ നോട്ടീസുകൊടുക്കേണ്ടതാകുന്നു,

൩൬. ഒരു മെമ്പർ സംഘത്തെ വല്ല വിധത്തിലും വഞ്ചിക്കുകയോ അല്ലെങ്കിൽ അയാളുടെ സ്വഭാവദൂഷ്യം നടത്തകൊണ്ട് സംഘത്തിന്റെ ഗുണത്തിനുവേണ്ടി അയാളെ നീക്കുന്നതു ആവശ്യമായി വരികയോ ചെയ്യുന്നപക്ഷം ആവക മെമ്പറെ സംഘത്തിൽ നിന്നു നീക്കുന്നതിനു പൊതുയോഗത്തിനു സ്വാതന്ത്ര്യമുണ്ടായിരിക്കും. നീക്കപ്പെട്ട ഒരു മെമ്പർക്ക സംഘത്തിൽനിന്നും വല്ല പണവും കിട്ടുവാനുണ്ടായിരുന്നാൽ അതിൽനിന്നും സംഘത്തിനു ഈടാകാനുള്ളതു കഴിച്ച് ബാക്കി അയാൾക്കു കൊടുക്കുന്നതാകുന്നു. ഒരു മെമ്പറിൽനിന്നും ഈടാകാനുള്ള മുതൽ ഈടാക്കുന്നതിനു സംഘത്തെ നിർബന്ധനടപടി നടത്താൻ ഇടയാകുകയാണെങ്കിൽ ആ കാരണത്തിന്മേൽ അയാളെ മെമ്പർസ്ഥാനത്തിൽ നിന്നും നീക്കം ചെയ്യാവുന്നതാണ്. ഒരു മെമ്പറെ നീക്കിയ സമയത്തിലുള്ള സംഘത്തിന്റെ കടത്തിനു ൩൩-ാമത്തെ നിബന്ധനയിൽ പറഞ്ഞിട്ടുള്ളതുപോലെ നീക്കപ്പെട്ട മെമ്പറുടെ ബാദ്ധ്യത അങ്ങിനെ തള്ളിയതിനുശേഷം രണ്ടുകൊല്ലത്തേക്കു നിലനിൽക്കുന്നതാണ്.

൩൭. സംഘത്തിന്റെ സമീപത്തു ജോലിനടത്തുന്നതും, രജിസ്ട്രാർ അവർകളാൽ മേലാൽ രജിസ്റ്റർ ചെയ്യപ്പെടുന്നതോ, ആയ ഏതെങ്കിലും ഒരു യൂനിയനിൽ സംഘത്തെ ചേർക്കുവാൻ പൊതുയോഗത്തിനു അധികാരമുണ്ടായിരിക്കുന്നതാണ്. മേൽപറഞ്ഞ യൂനിയന്റെ ചിലവിലേക്കായി ഓരോ ആണ്ടും സംഘം സമ്പാദിക്കുന്ന ലാഭത്തിൽ [illegible] ശതമാനംവരെ ധാരാളം ഉത്തരവിനു ശേഷം കൊടുക്കേണ്ടതാണ്. എന്നാൽ ഒരു കൊല്ലത്തിൽ ഇതിനായി കൊടുക്കുന്ന ആകെ സംഖ്യ [illegible] രൂപയിൽ അധികരിച്ചു കൂടുന്നതല്ല. സംഘം ഏതെങ്കിലും യൂനിയനോടു ചേർക്കുന്നതുവരെ ആണ്ടുതോറും ഉള്ള ആ തുക സെൻട്രൽബാങ്കിൽ ഇട്ടേക്കേണ്ടതാകുന്നു.

## വായ്പകൾ.

൩൮. വായ്പകൾ മെമ്പറന്മാർക്കുമാത്രമേ കൊടുക്കുകയുള്ളൂ. എന്നാൽ യാതൊരു മെമ്പർക്കും കടം വായ്പയായി കിട്ടുന്നതിനു അവകാശമുണ്ടെന്നു വാദിക്കാവുന്നതല്ല. താഴെ പറയുന്ന സംഗതികൾ ഒഴിച്ചുള്ള എല്ലാ വായ്പകൾക്കും ഉള്ള അപേക്ഷകളും കമ്മിറ്റിക്കാർ തീർച്ചപ്പെടുത്തേണ്ടതാകുന്നു.

പൊതുസംഘത്തിന്റെയോ, അല്ലെങ്കിൽ സംഘത്തിൽ ഒരു മേൽപരിശോധനാകൗൺസിൽ ഉള്ളപക്ഷം അതിന്റെയോ അനുമതി കൂടാതെ കമ്മറ്റിക്കാർക്കോ അവരുടെ അടുത്ത സംബന്ധികൾക്കോ (കൂടെ പാർക്കാത്ത കുടുംബക്കാർ ഭാര്യ, മരിച്ച പിരജ്ജമകൻ, മകളുടെ ഭർത്താവ്, ആശ്രിതന്മാർ, ഭൃത്യന്മാർ മുതലായവർക്കോ) ദീർഘകാലത്തെ കടംവായ്പ അനുവദിക്കാൻപാടില്ലാത്തതാകുന്നു.

൩൯, വായ്പകൾക്കുള്ള എല്ലാ അപേക്ഷകളും ആ ആവശ്യത്തിനു സംഘം നിശ്ചയിച്ചിട്ടുള്ള ഫാറത്തിൽ എഴുതി സിക്രട്ടറിക്കു അയക്കേണ്ടതും ആ വക അപേക്ഷകൾ കമ്മിറ്റിക്കാരുടെ തീരുമാനത്തിനു വയ്ക്കേണ്ടതുമാകുന്നു.

(൪൦) വായ്പകൾ ഉപയോഗപ്രദമായ മറ്റുള്ള കാര്യങ്ങൾക്കല്ലാതെ കൊടുക്കപ്പെടുന്നതല്ല.

൪൧. സംഘത്തിൽ നിന്നും കൊടുത്ത കടം വായ്പ ദുരുപയോഗപ്പെടുത്തിയിരിക്കുന്നു എന്നു കമ്മറ്റിക്കാർ അഭിപ്രായപ്പെടുന്നപക്ഷം അവർ ആ വായ്പ കൊടുത്തിട്ടുള്ള അവധി കഴിയുന്നതിനു കാത്തിരിക്കാതെ മുതലു പലിശയോടുകൂടി വസൂലാക്കേണ്ടതിനുള്ള നടപടികൾ ഉടനെ ആരംഭിക്കേണ്ടതാകുന്നു.

൪൨. സംഘത്തിൽനിന്നും ഒരു മെമ്പർ വാങ്ങാവുന്ന കടങ്ങളുടെ പരമാവധി    രൂപയിൽ അധികരിച്ചുകൂടുന്നതല്ല. മേൽപ്പറഞ്ഞ തുകയ്ക്കുൾപ്പെട്ട ഒരു മെമ്പർ എടുത്തിട്ടുള്ള ഓരോ ഓഹരിക്കും ഓഹരിവിലയുടെ അഞ്ചിരട്ടിയിൽ അധികരിക്കാ

ത്ത ഒരു കടം വാങ്ങുക്ക അയാൾക്ക അർഹതയുണ്ടായിരിക്കയും ചെയ്യും. ക്ലിപ്തവല എടുത്തുവരുന്ന ഒരു മെമ്പർക്ക അയാൾക്ക കിട്ടിവരുന്ന ഒരു മാസ ശമ്പളത്തിന്റെ ഇരട്ടിയിൽ അധികരിക്കുന്ന ഒരു സംഖ്യ കടം കൊടുക്കുന്നതല്ല.

൪൩. സംഘത്തിൽനിന്നും കൊടുക്കുന്ന എല്ലാ വായ്പകൾക്കും മാസമൊന്നിന്ന ഉറുപ്പ്യക്ക ൬ കാശു വീതം പലിശ ഈടാക്കേണ്ടതാകുന്നു. ഒന്നാമത്തെ മാസം കണക്കാക്കുന്നതു കടം കൊടുത്ത തീയതി മുതൽ അടുത്ത മാസം ആ തീയതിവരെയുള്ള കാലത്തിനായിരിക്കും. ഒരു മാസത്തിന്റെ അംശം ൧൫ ദിവസത്തിൽ അധികരിച്ചാൽ അതു ഒരു മുഴുവൻ മാസമായും, ൧൫ ദിവസമോ അതിൽ കുറവോ ആയാൽ അര മാസമായും കൂട്ടുന്നതാണ്.

൪൪. കടം വായ്പ താഴെ പറയുന്ന ഏതെങ്കിലും വിധത്തിൽ കൊടുക്കപ്പെടും.

(എ) *കടം വാങ്ങുന്ന ആളിന്റെ പേരിൽ ഉള്ള നിക്ഷേപവും ഉണ്ടെങ്കിൽ അതിന്റെ ഉറപ്പിന്മേൽ ആ വക നിക്ഷേപ സംഖ്യയുടെ ൯൦-ാം ശതമാനത്തിൽ കവിയാതെ കണ്ട്.

(ബി) കടം വാങ്ങുന്ന ആളുടെയും അയാൾക്ക ജാമ്യമായി നില്ക്കുന്ന ഒന്നോ രണ്ടോ അതിലധികമോ മററു മെമ്പർമാരുടെയും കൂട്ടായും വെവ്വേറായും ഉള്ള ഉത്തരവാദത്തിന്മേൽ — എന്നാൽ ഒരു മെമ്പർക്ക ജാമ്യമായി നില്പാൻ കഴിയുന്ന ആകെ സംഖ്യ ഓരോ ഓഹരിയിലും ഓഹരി പിരിവുടെ പത്തു ഇരട്ടിയിൽ കവിഞ്ഞുകൂടുന്നതല്ല.

(സി) നെയ്ത്തു ഉല്പന്നങ്ങളുടെ ഉറപ്പിന്മേൽ.

(ഡി) ഗവണ്മെന്റ പ്രോമിസറിനോട്ടുകളുടെയോ ഗവണ്മെന്റ സേവിംഗ്സ് ബാങ്ക് ഡിപ്പോസിററുകളുടെയോ പണയത്തിന്മേൽ.

(ഇ) ൫൩-ാം നിബന്ധനയിൽ പ്രസ്താവിച്ച ക്ലിപ്തകടംവായ്പയായും.

൪൫. (എ) കടം വായ്പ അനുവദിക്കുന്നതിൽ സംഘത്തിൽ ഡിപ്പോസിററാക്കി വച്ചു സംഖ്യയെ പണയം കാണിച്ചു വായ്പ ചോദിക്കുന്നവർക്ക ഒരു പ്രാധാന്യത ഉണ്ടായിരിക്കുന്നതാണ്. ശേഷം എല്ലാ വായ്പകളും അപേക്ഷകൾ അനുസരിച്ചു കാലക്രമം അനുസരിച്ചു കൊടുക്കേണ്ടതാണ്.

(ബി) സംഘത്തിലേയ്ക്ക പണയപ്പെടുത്താൻ നിശ്ചയിക്കുന്ന എല്ലാ വസ്തുക്കളേയും കമ്മിററിയിലെ രണ്ടു മെമ്പറന്മാർ എങ്കിലും പരിശോധിക്കയും ആ വസ്തുക്കളുടെ മതിപ്പു വിലയേയും അവയിൽ എന്തെങ്കിലും അവകാശമുണ്ടെന്നു വിചാരിക്കുന്ന ആളുകളേയും പററി കമ്മിററിക്ക റിപ്പോർട്ടു അയക്കയും ചെയ്യേണ്ടതാകുന്നു. അപ്രകാരം റിപ്പോർട്ടു തയ്യാറാക്കുന്ന കമ്മററി മെമ്പറന്മാർ അതിൽ വല്ല തെററും ചെയ്കയും അതു നിമിത്തം സംഘത്തിനു നഷ്ടം ഉണ്ടാകയും ചെയ്യുന്നതായാൽ ആ വക നഷ്ടം റിപ്പോർട്ടുചെയ്ത കമ്മിററി മെമ്പറന്മാരിൽ നിന്നും ഈടാക്കുന്നതിനു പൊതുസംഘം ആജ്ഞാപിക്കാം.

(സി) സംഘത്തിലേയ്ക്ക പണയബാദ്ധ്യതയുള്ള എല്ലാ വസ്തുക്കളേയും കൊല്ലത്തിൽ ഒരിക്കൽ എങ്കിലും പരിശോധിക്കുന്നതിനു കമ്മററിക്കാർ ഏർപ്പാടു ചെയ്യാം. ആ പരിശോധനയിൽ വസ്തുവിന്റെ വില കുറഞ്ഞുപോയതായി കാണപ്പെട്ടാൽ കൂടുതൽ വസ്തുജാമ്യമോ ആൾജാമ്യമോ ആവശ്യപ്പെടേണ്ടതാണ്.

(ഡി) ഒരു വീടോ മററു കെട്ടിടമോ സംഘത്തിലേയ്ക്ക പണയപ്പെടുത്തീട്ടുള്ള ഒരു മെമ്പർ അതിൽ വല്ല ഭേദഗതികൾ ചെയ്യണമെന്നു ആഗ്രഹിക്കുമ്പോൾ ആ വിവരം അയാൾ കമ്മിററിയെ തെര്യപ്പെടുത്തി അപ്രകാരം നടത്തുന്നതിനു അനുവാദം വാങ്ങിക്കേണ്ടതാകുന്നു. ആ വേലകൾ തീരുന്നതുവരെ വേറെ തക്കതായ ജാമ്യത്തിനു

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കുറിപ്പു. *ഈ ഉപവകുപ്പുപ്രകാരം കൊടുക്കുന്ന വായ്പകളെ ൪൯-ാം വകുപ്പ് സംബന്ധിക്കുന്നതല്ല.

കമ്മിററിക്കാർക്ക് ആവശ്യപ്പെടാം. എന്നാൽ ഒരു കെട്ടിടത്തിന്റെ മതിപ്പു വിലയെ കുറയ്ക്കത്തക്കതായ യാതൊരു ഭേദഗതികളും ചെയ്യുന്നതിനു കമ്മിററിക്കാർക്ക് അനുവദിക്കാൻ പാടില്ല.

൯൩. ഒരു കടം വായ്പ അടയ്ക്കേണ്ട തീയതിക്കു മുമ്പു കടവാങ്ങിയ ആൾ തന്റെ സൗകര്യംപോലെ ആ കടം മുഴുവനുമായോ, ഏതാനുമായോ, അടയ്ക്കാവുന്നതാണ്. എന്നാൽ ഏതാനുമായി അടച്ചു തീർക്കുന്ന സംഖ്യ മുഴുരൂപാ ആയിരിക്കേണ്ടതാകുന്നു. ഏതാനുമായി അടയ്ക്കുന്ന സംഖ്യ ഒരു മാസത്തിന്റെ ൧൫-ാം-ക്കോ അതിനു മുമ്പോ ആയിരുന്നാൽ ശേഷം മുതലിനു ൧൬-ാം- മുതൽ പലിശ കണക്കാക്കുന്നതും, ൧൫-ാം-ക്കു ശേഷമായിരുന്നാൽ അടുത്തമാസം ൧-ാം- മുതൽ പലിശ കണക്കാക്കുന്നതുമാകുന്നു. ഒരു രൂപായിൽ കുറഞ്ഞു കൊടുക്കുന്ന എല്ലാ തുകകളും സംഘം സ്വീകരിച്ചു അനാമത്തായി വയ്ക്കുകയും മുഴുരൂപാ ആയി തികയുമ്പോൾ അയാളുടെ കണക്കിൽ കുറച്ചു മുതൽ വയ്ക്കുകയും ചെയ്യപ്പെടും.

൯൪. കമ്മിററിക്കാർ ഓരോ കടംവായ്പയും വീട്ടേണ്ടതിനുള്ള കാലാവധി ആ കടം വായ്പയുടെ ആവശ്യത്തിനെ അനുസരിച്ചു നിശ്ചയിക്കേണ്ടതാണ്. മെമ്പരുടെ സ്ഥിതിയും കടത്തിന്റെ ഉപയോഗവും പരിഗണിച്ചു, വായ്പകൾ ആണ്ടിൽ മൂന്നോ നാലോ ഗഡുക്കളായോ മാസത്തവണകളായോ തിരിയെ വീട്ടുന്നതിനു കമ്മിററിക്കാർക്കു വ്യവസ്ഥചെയ്യാം.

(എ) കടം വാങ്ങുന്ന ആൾക്കു മടക്കി അടപ്പാനുള്ള ത്രാണിയെ നല്ലവണ്ണം ആലോചിച്ചു അയാളുടെ വ്യവസായത്തിന്റെ സ്ഥിതി അനുസരിച്ചു ഗഡുക്കൾ നിശ്ചയിക്കേണ്ടതാകുന്നു. ഒരു കടം വീട്ടേണ്ടതിനുള്ള കാലാവധിയും ഗഡുക്കളുടെ തുകയും തീയതിയും പ്രമാണത്തിൽ വ്യക്തപ്പെടുത്തി കാണിക്കേണ്ടതാകുന്നു. അങ്ങനെ കാണിക്കുന്നതിൽ അസൽ സംഖ്യയിലെ വല്ല ഗഡുവും പലിശയും കൂടിയായി അടയ്ക്കുന്ന തീയതിക്കു അടയ്ക്കാതെയിരുന്നാൽ സംഖ്യ മുഴുവനും വസൂൽ ചെയ്യുന്നതാണെന്നുള്ള നിശ്ചയവുംകൂടി ഉണ്ടായിരിക്കേണ്ടതാണ്.

(ബി) വാസ്തവത്തിലുള്ള ബുദ്ധിമുട്ടുകൊണ്ടു കടം വായ്പയുടെ തവണ ശരിയായി അടയ്ക്കാൻ ശേഷിയില്ലാത്ത ഒരു കടം വായ്പക്കാരനു വീഴ്ച വരുത്തുന്ന തീയതി മുതൽ ഒരു മാസത്തിനകം കാലാവധി നീട്ടി കിട്ടേണ്ടതിനു അപേക്ഷ കൊടുക്കാവുന്നതും കമ്മിററിക്കാർക്കു ഓരോ സംഗതിയിലും യുക്തംപോലെ വ്യവസ്ഥകൾ ചെയ്തു കാലാവധി നീട്ടിക്കൊടുക്കാമെന്നുള്ളതും ആകുന്നു. അവധി നീട്ടിക്കൊടുക്കുന്നപക്ഷം ആ കടം വായ്പ ഒരു കുടിശ്ശികയായിട്ടു വിചാരിക്കുന്നതല്ല. ഇപ്രകാരം അനുവദിക്കുന്ന എല്ലാ സംഗതികളേയും കൊല്ലത്തിൽ ഒരിക്കലെങ്കിലും രജിസ്ട്രാർ അവർകൾക്കു റിപ്പോർട്ടു ചെയ്യേണ്ടതാണ്.

(സി) മേൽവിവരിച്ചപ്രകാരം അവധി നീട്ടിക്കിട്ടേണ്ടതിനു അപേക്ഷിക്കാതെയും അപേക്ഷിച്ചു കമ്മററിക്കാർ അതു അനുവദിക്കാതെയും ഇരിക്കുമ്പോൾ ആ കടംകണക്കു ഉടൻ അവസാനിപ്പിക്കേണ്ടതാണ്.

(ഡി) വായ്പകൾ വീട്ടേണ്ടതിനുള്ള കാലാവധി നിർണ്ണയിക്കുന്നതിൽ അവയെ സ്വല്പകാലത്തേക്കുള്ള കടങ്ങൾ എന്നു മാത്രം പരിഗണിക്കേണ്ടതാകുന്നു.

നെയ്ത്തു വ്യവസായത്തിനു വേണ്ടി കൊടുക്കുന്ന വായ്പകളെ സ്വല്പകാലത്തേക്കു കടങ്ങളാക്കുന്ന തീർച്ചപ്പെടുത്തി അടുത്ത ഉല്പന്നങ്ങൾ വിററുവരവിൽനിന്നു പിടിക്കേണ്ടതാകുന്നു. ഈ വിധം കടങ്ങൾക്കു നീട്ടിക്കൊടുക്കുന്നതുൾപ്പെടെ കാലാവധി ൧൮ മാസത്തിനു അധികരിക്കാൻ പാടില്ല.

൯൫. ഒരു മെമ്പറോ മുമ്പ് മെമ്പരായിരുന്ന ഒരാളോ സംഘത്തിലേക്കു അടച്ചിട്ടുള്ള ഓഹരിത്തുകയും നിക്ഷേപവും മററു വല്ല സംഖ്യയും ഉണ്ടെങ്കിൽ അവയും ആ മെമ്പറിൽനിന്നോ അല്ലെങ്കിൽ മെമ്പരായി ഇരുന്ന ആളിൽനിന്നോ വല്ല തുകയും സംഘത്തി

ലേയ്ക്കു ഈടാകാനുണ്ടെങ്കിൽ ആ തുകയ്ക്കു തേർച്ച ഉണ്ടായിരിക്കും. മെമ്പറൊ അല്ലെങ്കിൽ മെമ്പറായിരുന്ന ആളൊ അടച്ച ഓഹരിത്തുകയുടേയും നിക്ഷേപത്തിന്റെയും മററുവല്ല സംഖ്യ ഉണ്ടെങ്കിൽ അവയുടേയും ഏതെങ്കിലും ഒരുഭാഗമൊ മുഴുവനുമൊ സംഘത്തിലേയ്ക്കു അവരിൽനിന്നും ഈടാകാനുള്ള തുകയ്ക്കു പിടിച്ചെടുക്കുന്നതിനു സംഘത്തിനു സ്വാതന്ത്ര്യമുണ്ടായിരിക്കും.

൯൯. ഒരു മെമ്പർ സംഘത്തിലേയ്ക്കു കൊടുക്കേണ്ടതായ വകയ്ക്കു വല്ല സംഖ്യയും അടയ്ക്കുമ്പോൾ ആയതു താഴെ കാണിക്കുന്നപ്രകാരം ക്രമത്തിൽ കൊള്ളിക്കേണ്ടതാണ്.

ഒന്നാമതായി അയാൾ കൊടുപ്പാനുള്ള ഫീസ്, അമൽ ചെലവ്, രജിസ്റ്റർ ചെലവ് മററു പലതരം ചെലവുകളിലേയ്ക്കു.

രണ്ടാമതായി അയാൾ അടപ്പാനുള്ള പലിശവകയിലേക്ക്.

മൂന്നാമതായി മുതലിലേയ്ക്ക്.

നാലാമതായി ഓഹരിതവണകളിലേയ്ക്ക്.

൧൦൦. ഒരു കടംവായ്പ ഉദ്ദേശ്യം തെറ്റപ്പെടുത്തിയിരിക്കുന്നു എന്ന സംഗതിയാൽ കമ്മിററിക്കാർ ൯൭-ാം നിബന്ധനപ്രകാരം ആ കടംവായ്പയെ ദുർബലപ്പെടുത്തിയാൽ ആ കടംവായ്പ ഉടനെ അവസാനിപ്പിക്കണം. ഒരു കണക്ക അവസാനിപ്പിച്ചാൽ ആ വിവരത്തേയും കണക്ക അവസാനിപ്പിക്കുന്ന തീയതിവരെയുള്ള പലിശ ഉൾപ്പെടെ അയാളുടെ പേരിൽ ബാക്കി നിൽക്കുന്ന സംഖ്യയെപ്പററിയും കമ്മിററിക്കാർ കടംവായ്പ വാങ്ങിയ ആൾക്കും അയാളുടെ ജാമ്യക്കാർക്കും നോട്ടീസു കൊടുക്കയും വേണം. ഈപ്രകാരം കടംകണക്ക അവസാനിപ്പിച്ച തീയതിമുതൽ വസൂൽചെയ്യുന്ന തീയതിവരെ മാസം ഒന്നിനു രൂപായ്ക്കു ൩ കാശു വീതമുള്ള പലിശ ചുമത്തേണ്ടതും ആ സംഖ്യ വസൂൽ ചെയ്യേണ്ടതിനു യിതാമസംകൂടാതെ ഏർപ്പാടു ചെയ്യേണ്ടതുമാകുന്നു.

൧൦൧. ജാമ്യംനിന്ന ഒരാൾ മരിച്ചുപോകയൊ അല്ലെങ്കിൽ ൯, ൯, ൩൯ ഈ നിബന്ധനകൾപ്രകാരം മെമ്പർസ്ഥാനം നിന്നുപോകയൊ, തന്നിമിത്തം അയാളുടെ പേര് മെമ്പറന്മാരുടെ പട്ടികയിൽനിന്നു നീക്കം ചെയ്കയൊ ചെയ്താൽ കമ്മററിക്കാർ കടം വാങ്ങിയ ആളിനോടു ഒരു പുതിയ ജാമ്യക്കാരനെ ഹാജരാക്കുവാൻ ആവശ്യപ്പെടേണ്ടതാണ്. പുതിയ ജാമ്യം കൊണ്ടുവരാതിരിക്കുകയൊ കമ്മററിക്കാർ നിശ്ചയിക്കുന്ന അവധിക്കുള്ളിൽ കടംവായ്പ മടക്കി അടപ്പാൻ വേണ്ട ഏർപ്പാടുകൾ ചെയ്യാതിരിക്കയൊ ചെയ്താൽ കടംവായ്പകണക്ക ഉടനെ അവസാനിപ്പിക്കേണ്ടതും ൧൦൦-ാം നിബന്ധനയിൽ പറഞ്ഞപ്രകാരം പ്രവർത്തിക്കേണ്ടതും ആകുന്നു. അങ്ങിനെയുള്ള സംഗതികളിന്മേലും കടംവായ്പ കണക്ക അവസാനിപ്പിച്ച തീയതിമുതൽ പിരിഞ്ഞുകിട്ടുന്ന തീയതിവരെ മാസം ഒന്നിനു രൂപായ്ക്കു ൩ കാശു വീതമുള്ള പലിശ വസൂലാക്കുന്നതും ആകുന്നു.

൧൦൨. ഒരു മെമ്പർക്കു മെമ്പർസ്ഥാനത്തിനുള്ള യോഗ്യത എപ്പോഴെങ്കിലും പൊയ്പ്പോകയും തന്നിമിത്തം അയാളുടെ പേരു ൯-ാമത്തെയൊ ൧൦-ാമത്തെയൊ നിബന്ധനപ്രകാരം മെമ്പർമാരുടെ പട്ടികയിൽനിന്നു നീക്കം ചെയ്യേണ്ടിവരികയൊ അല്ലെങ്കിൽ ൩൬-ാം നിബന്ധനപ്രകാരം ഒരു മെമ്പറെ തള്ളിക്കളയേണ്ടിവരികയൊ ചെയ്താൽ അങ്ങിനെയുള്ള മെമ്പർ സംഘത്തിലേയ്ക്കു വല്ല കടംവായ്പയും കൊടുപ്പാനുണ്ടെങ്കിൽ ആ കടംവായ്പയ്ക്കു അനുവദിച്ച അവധി നോക്കാതെ കടംവായ്പകണക്ക ഉടനെ അവസാനിപ്പിക്കേണ്ടതും അയാളുടെ പേരിൽ കടംവായ്പകണക്ക അവസാനിപ്പിച്ച തീയതിക്കു വരാനുള്ള പലിശ ഉൾപ്പെടെയുള്ള സംഖ്യ പിരിയേണ്ട വഴികൾ നോക്കേണ്ടതും ആകുന്നു. ഇങ്ങിനെ ബാക്കി നില്ക്കുന്ന സംഖ്യയ്ക്കു കടംവായ്പകണക്ക അവസാനിപ്പിച്ച തീയതിമുതൽ പിരിച്ചുകിട്ടുന്ന തീയതിവരേയ്ക്കും മാസം ഒന്നിനു രൂപായ്ക്കു ൩ കാശു വീതമുള്ള പലിശമാത്രം ചുമത്തുന്നതുമാകുന്നു.

## കൂട്ടുകടംവായ്പ.

൩൩. അഞ്ചോ അതിലധികമോ മെമ്പറന്മാരുടെ (അതാതുസമയത്തു തീർച്ചപ്പെടുത്തുന്ന ഫാറത്തിൽ എഴുതിതരുന്ന) അപേക്ഷപ്രകാരം കമ്മിററിക്കാർക്ക് അപ്രകാരം അപേക്ഷിക്കുന്ന മെമ്പറന്മാർക്ക് നെയ്ത്തുവ്യവസായ സംബന്ധമായും, വീട്ടുസംബന്ധമായും ഉള്ള മററ് ആവശ്യാർത്ഥങ്ങൾക്കും വാങ്ങിക്കൊടുക്കേണ്ടതിന്ന അപ്പഴപ്പോൾ കമ്മിററിക്കാർ ഉണ്ടാക്കുന്ന ചട്ടങ്ങൾക്കനുസരിച്ചു ഒരു കൂട്ടായ കടംവായ്പ അനുവദിക്കാവുന്നതാണ്. എന്നാൽ:—

(എ) കൂട്ടായി ഒരു കടംവായ്പ വാങ്ങുന്നതിൽ അഞ്ചിൽ കുറയാതെയും പത്തിൽ അധികരിക്കാതെയും എണ്ണം മെമ്പർമാർ ഉണ്ടായിരിക്കണം.

(ബി) ഒരു കൂട്ടായ കടംവായ്പയുടെ കാലം ൧൨ മാസത്തിൽ അധികരിപ്പാൻ പാടുള്ളതല്ല.

(സി) ഒരു കൂട്ടായ കടംവായ്പയുടെ ആകെ തുക ൧,൦൦൦ രൂപയിൽ അധികരിച്ചു കൂടാത്തതാണ്. എന്നാൽ അപേക്ഷിക്കുന്ന മെമ്പർമാരുടെ ഓരോ ഓഹരിക്കും ഉള്ള വില സംഖ്യയുടെ അഞ്ചിരട്ടിയിൽ അധികരിച്ച സംഖ്യ കൊടുക്കുന്നതല്ല.

(ഡി) കൂട്ടായി കടംവായ്പ വാങ്ങുന്ന ഓരോരുത്തനും അവനവന്ന് ആവശ്യമുള്ള നെയ്ത്തിനുള്ള സാധനങ്ങൾ, ഉപകരണങ്ങൾ മുതലായ സാധനങ്ങൾ ഏതുവേണമെന്നും എത്രത്തോളം അതിന വിലകൊടുക്കാൻ ഒരുക്കമുണ്ടെന്നും അപേക്ഷയിൽ കാണിക്കണം. എന്നുമാത്രവുമല്ല പൊതുവെ ഉണ്ടാവുന്ന ചേതം ചിലവുകളിൽ താഴെ പറയുന്ന ആളുകൾ ചേർന്ന ഒരു സബ് കമ്മററി തീർച്ചപ്പെടുത്തുന്ന തോതുപ്രകാരം അടയ്ക്കുവാൻ ആ മെമ്പർ ഏല്ക്കുകയും വേണം.

(ഇ) കൂട്ടുകടം വായ്പയിലെ മെമ്പറന്മാരിൽ ആരെങ്കിലും അവർ ചെയ്ത നിശ്ചയങ്ങൾപ്രകാരം നടക്കാത്ത ഹേതുവാൽ വല്ല നഷ്ടവും നേരിട്ടാൽ അതിന് അവർ ഓരോരുത്തരായോ കൂട്ടായോ ഉത്തരവാദിയായിരിക്കുന്നതല്ലാതെ സംഘത്തിന് ഒരു പ്രകാരത്തിലും ഉത്തരവാദിത്വം ഉണ്ടായിരിക്കുന്നതല്ല.

(എഫ്) ഇങ്ങിനെ കൊടുക്കുന്ന കടംവായ്പകളെ സംബന്ധിച്ച പൊതുവായ ചട്ടങ്ങൾ അതാതു മെമ്പർമാർ കടംവായ്പകൾ എടുക്കുന്ന ഫാറത്തിൽ കഴിയുന്നിടത്തോളം സംബന്ധിച്ചിരിക്കും. അതിന്മേൽ കൊടുക്കുന്ന പലിശ കൂട്ടായ കടംവായ്പ കൊടുക്കേണ്ടതിന്ന സംഘം ഏല്ക്ക തീയതിക്ക കടം വാങ്ങുന്നവരോ അവർ നിയമിക്കുന്നവർക്ക കൊടുക്കേണ്ടതും ആണ്.

(ജി) സാമാനങ്ങൾ വിലയ്ക്കുവാങ്ങി അവ വീതിച്ചുകൊടുക്കുന്നതും ഒരു സബ്കമ്മററി നടത്തേണ്ടതാണ്. സബ്കമ്മററിയിൽ സംഘംവക കമ്മിററിയിലെ ഒരു മെമ്പറും കൂട്ടായി കടംവായ്പ വാങ്ങുന്നവർ അവരുടെ ഇടയിൽനിന്ന തിരഞ്ഞെടുക്കുന്ന ഒരു മെമ്പറും ഉണ്ടായിരിക്കുന്നതാണ്.

(എച്ച്) സബ്കമ്മററിയിലെ മെമ്പറന്മാർ തമ്മിൽ അഭിപ്രായവ്യത്യാസങ്ങൾ വരുമ്പോൾ ആ സംഗതികളിൽ കമ്മിററിക്കാരുടെ തീർപ്പ് അവസാനതീർപ്പാകുന്നതാണ്.

(ഐ) കമ്മിററിക്കാരുടെ സമ്മതത്തോടുകൂടെ സബ് കമ്മിററിക്കോ കമ്മിററിക്കാർ അനുവദിച്ച കൂട്ടുകടംവായ്പയുടെ കൂട്ടുകടംവായ്പയിലെ മെമ്പർമാരുടെ പക്കൽനിന്ന് ഒരു വരിസംഖ്യ പിരിച്ചെടുക്കാൻ അധികാരമുള്ളതാണ്. എന്നാൽ അങ്ങനെ വാങ്ങിയ സാധനങ്ങളിന്മേൽ കൂട്ടായി അനുവദിച്ച കടം സംഖ്യയോളവും അതിന വല്ല താൽക്കാലികമായ ചിലവുണ്ടായിട്ടുണ്ടെങ്കിൽ ആ സംഖ്യയോളവും സംഘത്തിന ഒരു മുന്നവകാശമുണ്ടായിരിക്കുന്നതാണ്.

## കൂട്ടായി വിലയ്ക്കുവാങ്ങലും വില്ക്കലും.

൩൪. (എ) (ഏ) മെമ്പറന്മാരുടെ നെയ്ത്താവശ്യത്തിനും വീട്ടുവക ആവശ്യത്തിനും മററു വേറെ ആവശ്യങ്ങൾക്കും ഉള്ളതായ സാമാനങ്ങൾ ഒന്നായി കമ്മിററി

ക്കാക്ക വിലയ്ക്കു വാങ്ങാവുന്നതാണ്. എന്നാൽ അങ്ങനെ വാങ്ങുന്ന കാര്യത്തിൽ, സംഘം ഒരു ഏജൻറായി നിൽക്കുകയല്ലാതെ ഏർപ്പാടിൽ വല്ല നഷ്ടവും ഉണ്ടായാൽ അതിന് ഉത്തരവാദിയാകുന്നതല്ല. രൊക്കം പണം കൊടുപ്പാൻ കഴിയുന്ന പക്ഷം അല്ലെങ്കിൽ ആ അതാത് സംഘത്തിൽനിന്നും ഒരു കടം അനുവദിച്ചുകിട്ടാൻ ഇടയുള്ളപക്ഷം ആവശ്യമായ സാധനങ്ങൾ മാത്രമെ വിലയ്ക്കു വാങ്ങാൻ പാടുള്ളു. ഈ ഇടപാടുകളെസംബന്ധിച്ച കണക്കുകൾ രജിസ്ട്രാർ അവർകൾ നിർദ്ദേശിക്കപ്പെടുത്തുന്ന ഫാറങ്ങളിൽ എഴുതിവയ്ക്കേണ്ടതാകുന്നു. ഇപ്രകാരം വിലയ്ക്കു വാങ്ങുന്നതിനെ സംബന്ധിച്ച ഉപനിബന്ധനകൾ രജിസ്ട്രാർ അവർകളുടെ സമ്മതത്തോടുകൂടെ കമ്മററിക്കാർക്ക് ഉണ്ടാക്കാവുന്നതാണ്.

(ഡ.) ഏതെങ്കിലും മെമ്പറുടെയും അപേക്ഷപ്രകാരം അവരുടെ ഉല്പന്നങ്ങളെ കൂട്ടായി വില്പിച്ചുകൊടുപ്പാൻ കമ്മിററിക്കാർക്ക് അധികാരമുണ്ടായിരിക്കുന്നു. എന്നാൽ അങ്ങനെ വില്പിക്കാൻ ഏൽക്കുന്നതിൽ മെമ്പർമാരുടെ ഒരു ഏജൻറായിമാത്രം നിൽക്കുന്നതും ഇടപാടിൽ ഉണ്ടാകുന്ന നഷ്ടങ്ങൾക്കു ബാദ്ധ്യത ഇല്ലാത്തതും ആകുന്നു.

## വ്യാപാരം.

൪൨. (ബി) (ക) മെമ്പറന്മാർക്ക് നെയ്ത്തു വ്യവസായത്തിന് ആവശ്യമുള്ള അസംസ്കൃതസാധനങ്ങൾ, ഉപകരണങ്ങൾ മുതലായവ രൊക്കവിലയ്ക്കോ, കടമായോ വാങ്ങി മെമ്പറന്മാർക്ക് വില്ക്കുകയോ, വാടകയ്ക്കു കൊടുക്കുന്നതിനു കമ്മിററിക്കാർക്ക് അധികാരമുണ്ട്.

(ഖ) കമ്മിററിക്കാർ മെമ്പറന്മാരുടെ നെയ്ത്തുൽപന്നങ്ങൾ ശേഖരിച്ച് ആദായകരമാംവണ്ണം വിററഴിക്കുന്നതിനു വേണ്ട ഏർപ്പാടുകൾ ചെയ്യാവുന്നതാണ്.

(ഗ) മെമ്പറന്മാർക്ക് അസംസ്കൃതസാധനങ്ങൾ, ഉപകരണങ്ങൾ ഇവ കൊടുക്കുന്നതിനും, അവരുടെ ഉല്പന്നങ്ങൾ ശേഖരിക്കുന്നതിനും വില്ക്കുന്നതിനും വേണ്ട ഉപചട്ടങ്ങൾ നിർമ്മിക്കുന്നതിനു കമ്മററിക്ക് അധികാരമുണ്ടായിരിക്കുന്നതാണ്.

(ഘ) സംഘത്തിൽനിന്നും അസംസ്കൃതസാധനങ്ങൾ വാങ്ങി വേറെവിധത്തിൽ ഉപയോഗിക്കുകയോ, വായ്പകൾ വാങ്ങി ദുരുപയോഗപ്പെടുത്തുകയോ, സംഘവുമായി ഏർപ്പെടുന്ന നിബന്ധനകൾക്കെതിരായി പ്രവർത്തിക്കുകയോ ചെയ്യുന്ന അംഗങ്ങളിൽനിന്നും ഓരോ കുററത്തിനും ൫ രൂപയിൽ കവിയാത്ത ഒരു പിഴ ഈടാക്കുവാൻ കമ്മററിക്കു അധികാരമുണ്ടായിരിക്കുന്നതാണ്.

(ങ) കമ്മററി ആ പ്രകാരം ആവശ്യപ്പെടുന്നപക്ഷം ഓരോ മെമ്പറും അവരുടെ നെയ്ത്തുൽപന്നങ്ങൾ മുഴുവനുമോ, ഒരു ഭാഗമോ സംഘത്തെ ഏല്പിക്കേണ്ടതാകുന്നു. കമ്മററിക്കാരുടെ നിർദ്ദേശത്തെ വിഗണിച്ച് മററുള്ളവർക്ക് ഉല്പന്നങ്ങൾ വില്ക്കുന്നവരുടെപക്കൽനിന്നും ൫ രൂപയിൽ കവിയാത്ത പിഴ ഈടാക്കാമെന്നുള്ളതാകുന്നു.

(ച) അംഗങ്ങൾക്കാവശ്യമുള്ള അസംസ്കൃതസാധനങ്ങൾ സംഘത്തിൽനിന്നും തന്നെ വിലയ്ക്കു വാങ്ങിക്കൊള്ളേണ്ടതാകുന്നു.

(ഛ) സംഘത്തെ ഏല്പിക്കുന്ന ഉല്പന്നങ്ങളുടെ ഉറപ്പിന്മേൽ അവയ്ക്കു കടയിൽ വിലയിരിക്കുന്ന വിലയുടെ ൭൫ ശതമാനത്തിൽ കവിയാത്ത സംഖ്യ അഡ്വാൻസുകൾ കൊടുക്കാമെന്നുള്ളതാകുന്നു. അഡ്വാൻസുകൾ സാമാനം വിററഴിക്കുമ്പോൾ തിരിച്ചു ഈടാക്കേണ്ടതാകുന്നു.

(ജ) സംഘത്തിന്റെ ചുമതലയിൽ ഇരിക്കുന്ന സ്റ്റാക്കുസാമാനങ്ങൾ മാസത്തിലൊരിക്കൽ കമ്മററിക്കാർ തിട്ടപ്പെടുത്തി ബോദ്ധ്യം വരുത്തേണ്ടതാകുന്നു.

## ലാഭം.

൪൩. രജിസ്ട്രാർ അവർകൾ കൊല്ലംതോറും അനുവദിച്ച് പരസ്യമാക്കിയപ്രകാരമുള്ള സംഘത്തിന്റെ ചിലവുകഴിച്ചുള്ള ആദായങ്ങളെ താഴെ പറയുംപ്രകാരം വിനിയോഗിക്കണം.

(ക) ലാഭത്തിൽ പത്തിലൊരുഭാഗം (൧൦൦-ന് ൧൦ കണ്ട്) കരുതൽധനത്തിൽ ചേർക്കണം.

(൨) ബാക്കിയിൽ എട്ടിൽ ഒന്നിൽ കവിയാത്ത ഒരു സംഖ്യ രജിസ്ത്രാർ അവർകളുടെ അനുവാദപ്രകാരം കമ്മററിക്കാരുടെ നിശ്ചയമനുസരിച്ചു സെക്രിട്ടറിക്കും, കമ്മററിയോഗത്തിലെ മററു മെമ്പരന്മാൎക്കും സംഭാവനയായി കൊടുക്കാം.

(൩) നൂററിന ൬-ൽ കവിയാത്ത ഒരു തുക ഓരോ മെമ്പരന്മാരും അടച്ച ഓഹരിസംഖ്യയിന്മേൽ അടച്ചിട്ടതോളം സംഖ്യക്കനുസരിച്ച മെമ്പരന്മാരുടെ ഇടയിൽ ലാഭപങ്കായി വിഭജിക്കാം. (ഓരോ ഓഹരിവകയ്ക്കു് അടച്ചതിന്മേൽ ലാഭപങ്കു ൧൦൦-ന ൬-ൽ അധികരിപ്പാൻ പാടില്ല.)

(൪) ബാക്കിയിൽനിന്നു പൊതുയോഗം നിശ്ചയിക്കുന്ന തോതനുസരിച്ചുള്ള ഒരു സംഖ്യ സംഘവുമായി അംഗങ്ങൾ നടത്തിയിട്ടുള്ള വ്യാപാരത്തിന്റെ തോതനുസരിച്ചു ബോണസ്സു കൊടുക്കുവാൻ നീക്കിവെക്കണം.

(൫)

(൬)

### കരുതൽധനം.

൪൬. (൧) രജിസ്ത്രാർ അവർകൾ നിൎണ്ണയിക്കുന്നപ്രകാരം കരുതൽധനത്തെ ഉറപ്പിക്കേണ്ടതാകുന്നു. ആ മുതൽ ഒന്നായി യിരിക്കേണ്ടതും പിരിച്ചുകൂടാത്തതുമാണ്. അതു് സംഘത്തിനു പൊതുവായുള്ളതും വിചാരിക്കാതെ നേരിടുന്ന നഷ്ടങ്ങൾ തീൎപ്പാനായി ഉദ്ദേശിക്കപ്പെട്ടിട്ടുള്ളതും ആകുന്നു. യാതൊരു മെമ്പൎക്കും അതിൽ ഒരു പ്രത്യേക ഓഹരിക്കു അവകാശം പറഞ്ഞുകൂടാവുന്നതല്ല. രജിസ്ത്രാർ അവർകളുടെ അനുവാദംകൂടാതെ അതു് ഉപയോഗപ്പെടുത്തിക്കൂടാത്തതുമാകുന്നു.

(൨) ഒരു സംഘം പിരിയുമ്പോൾ അതിലെ കരുതൽധനം താഴെപ്പറയുന്ന വകയ്ക്കു് ഉപയോഗപ്പെടുത്തേണ്ടതാണ്:

i. സംഘത്തിന്റെ ബാദ്ധ്യത കൊടുക്കുന്നതിൽ സംഘാംഗങ്ങളിൽ ഒരോരുത്തരുടെയും ബാദ്ധ്യതയുണ്ടാക്കിയതിനുശേഷം ബാക്കിയുള്ളതു കൊടുത്തുതീൎക്കുന്നതിനും,

ii. അടച്ചിട്ടുള്ള ഓഹരിമൂലധനം തിരിച്ചുകൊടുക്കുന്നതിനും,

iii. അപ്രകാരമുള്ള ഓഹരിമൂലധനത്തിന്മേലുള്ള ലാഭപ്പങ്കു് കൊടുക്കാത്ത കാലത്തേക്കും കാലങ്ങളിലേക്കും അതിന്നു് ൧൦൦-ന ൬ ശതമാനത്തിൽകവിയാതെ ലാഭപങ്കു കൊടുക്കുന്നതിനും.

(൩) ൨-ാം ഉപവകുപ്പുപ്രകാരം ഈ ഫണ്ടിൽനിന്നു കൊടുത്തതിനുശേഷം ബാക്കിയുള്ള തുക പൊതുഅംഗങ്ങൾ തീൎച്ചപ്പെടുത്തുന്നതും രജിസ്ത്രാർ അവർകൾ അനുവദിക്കുന്നതും ആയ പൊതുഗുണത്തിനായുള്ള ഏതെങ്കിലുംകാൎയ്യങ്ങൾക്കായി ഉപയോഗപ്പെടുത്തേണ്ടതാണ്. സംഘംപിരിഞ്ഞു മൂന്നുമാസത്തിനകം രജിസ്ത്രാർ അവർകൾ അനുവദിക്കുന്നതായ ഒരു കാൎയ്യം പൊതുഅംഗങ്ങൾ നിശ്ചയിക്കാത്ത സംഗതിയിൽ ഫണ്ടിന്റെ മെല്ലാമോ തക്കതായ അംശം അടുത്തുള്ള സഹകരണസംഘത്തെ സഹായിക്കുന്നതിനുപയോഗപ്പെടുത്തുകയോ അല്ലെങ്കിൽ അതേ പ്രവൎത്തനപരിധിയോടുകൂടി ഒരു സഹകരണസംഘം രജിസ്തർ ചെയ്യുന്നതുവരെ ഒരു പരസ്പരസഹായബാങ്കിൽ പലിശയ്ക്കോ അല്ലാതെയോ ഇടുകയോ ചെയ്യുന്നതിനു രജിസ്ത്രാർ അവർകൾക്കു അധികാരം ഉണ്ടായിരിക്കുന്നതാണ്. മേല്പറഞ്ഞവിധം ഒരു സംഘം സ്ഥാപിതമാകുമ്പോൾ ഫണ്ടിനെ അപ്രകാരമുള്ള സംഘത്തിന്റെ കരുതൽധനത്തിൽ മുതൽചേൎക്കേണ്ടതാകുന്നു.

൪൭. സംഘാസ്തിയിൽനിന്നു ഏതെങ്കിലും ഒരു സ്ഥലത്തെ വേർപെടുത്തി ആ സ്ഥലത്തേക്കു പുതിയ ഒരു സംഘം രജിസ്തർചെയ്യുന്നതിനു പൊതുയോഗം തീരുമാനിക്കുകയാണെങ്കിൽ സംഘത്തിന്റെ കരുതൽധനത്തിൽനിന്നും ഒരു ഭാഗം ആ പുതിയ സംഘത്തിലേക്കു കൈമാററം ചെയ്യുന്നതിനു് ആ പൊതുയോഗം തീരുമാനിക്കേണ്ടതും രജിസ്ത്രാർ അവർകളുടെ അനുവാദത്തോടുകൂടി കൈമാററംചെയ്യേണ്ടതുമാകുന്നു.

## പലവക.

൰൮. പരസ്പരസഹായസംഘരജിസ്ത്രാർ അവർകളുടെ മുൻകൂട്ടിയുള്ള അനുവാദംകൂടാതെ ഒരു നിബന്ധന ഭേദപ്പെടുത്തുകയോ, മാററുകയോ, ദുർബ്ബലപ്പെടുത്തുകയോ, ഒരു പുതിയ നിബന്ധന ഏർപ്പെടുത്തുകയോ ചെയ്യക്കൂടുന്നതല്ല. നിബന്ധന മാററുകയോ, ഭേദപ്പെടുത്തുകയോ ചെയ്യുന്നതു സംഘം വാങ്ങിയ കടങ്ങൾക്കു മെമ്പറന്മാർക്കുള്ള ബാദ്ധ്യതയുടെ സ്വഭാവത്തെയും ആ ബാദ്ധ്യത എത്രത്തോളമുണ്ടെന്നുള്ളതിനെയും സംബന്ധിച്ചായിരിക്കുമ്പോൾ ആ മാററത്തെ, ഗവൎമ്മെണ്ടുംകൂടി അനുവദിക്കുന്നതുവരെ സാധുവാകുന്നതല്ല.

൰൯. സംഘത്തിനും അതിലെ മെമ്പറന്മാർക്കും തമ്മിൽ തർക്കങ്ങൾ ഉണ്ടാകുന്നതായാൽ അതിനെപ്പററി സംഘംരജിസ്ത്രാർ അവർകൾക്ക് റിപ്പോർട്ടുചെയ്യേണ്ടതും അതിന്മേൽ അദ്ദേഹത്തിന്റെ തീർപ്പു അവസാനതീർപ്പായിരിക്കുന്നതും ആകുന്നു. അതുകൂടാതെ വല്ല ചട്ടത്തെയോ ആക്ടിലെ വല്ല വകുപ്പിനെയോ വ്യാഖ്യാനിക്കുന്ന കാര്യത്തിൽ വല്ല സംശയവും ഉണ്ടാകുമ്പോൾ ആ കാര്യത്തിൽ രജിസ്ത്രാർ അവർകളുടെ തീർപ്പു അവസാനതീർപ്പായിരിക്കുന്നതാകുന്നു.

൨൰. ആണ്ടുതോറും മിഥുനമാസം ൧൫-ാംതീയതിക്കുള്ളിൽ —

(൧) കഴിഞ്ഞകൊല്ലത്തെ വരവുചിലവു കാണിക്കുന്ന ഒരു കണക്കും.

(൨) ആ കൊല്ലം ഒടുവിലത്തെ തീയതിക്കിരിപ്പുള്ള മുതലുകളും, നില്പുള്ള കടങ്ങളും കാണിക്കുന്ന ഒരു കണക്കും.

(൩) ആ കൊല്ലത്തെ ലാഭനഷ്ടങ്ങളെ കാണിക്കുന്ന ഒരു കണക്കും, സംഘത്തിൽനിന്നും തയാറാക്കി താമസംകൂടാതെ രജിസ്ത്രാർ അവർകൾക്ക് അയയ്ക്കേണ്ടതാകുന്നു. രജിസ്ത്രാർ അവർകൾ അവയെ പരിശോധിച്ചു തന്റെ അഭിപ്രായസർട്ടിഫിക്കററു കൊടുത്തതിനുശേഷം രജിസ്ത്രാർ അവർകൾ നിശ്ചയിക്കുന്നവിധത്തിൽ സംഘം ആ കണക്കുകൾ പ്രസിദ്ധപ്പെടുത്തുകയും വേണം.

൨൰൧. സംഘമെമ്പറന്മാർ തമ്മിലാകട്ടെ മുമ്പു സംഘത്തിലെ മെമ്പറന്മാരായിരുന്നവർ തമ്മിലാകട്ടെ ഒരു മെമ്പർ വഴിയായോ മുമ്പു മെമ്പറായിരുന്ന ആൾ വഴിയായോ, അവകാശപ്പെടുന്ന ആളുകൾ തമ്മിലാകട്ടെ, മെമ്പറോ മുമ്പു മെമ്പറായിരുന്ന ആളോ അങ്ങനെ അവകാശപ്പെടുന്ന ആളുകളോ ഇവരും കമ്മററിയും തമ്മിലാകട്ടെ സംഘത്തിന്റെ പ്രവൃത്തിയെപ്പററി ഒരു തർക്കം ഉണ്ടാകുന്ന സംഗതിയിൽ അതു എഴുത്തുമൂലം വല്ല കക്ഷിക്കും രജിസ്ത്രാർ അവർകളുടെ തീർപ്പിനയയ്ക്കാം. ഇപ്രകാരംതന്നെ ഒരു മെമ്പറോ, മുമ്പു മെമ്പറായിരുന്ന ആളോ ഒരു മെമ്പർ വഴിയായോ, മുമ്പു മെമ്പറായിരുന്ന ആൾ വഴിയായോ അവകാശപ്പെടുന്ന ആളുകളോ സംഘത്തിലേക്കു കൊടുക്കേണ്ടതായ വല്ല കടംവാങ്ങലിനെപ്പററിയും ഒരു തർക്കം ഉണ്ടായാൽ ആയതു ഇരുകക്ഷികൾക്കും എഴുത്തുമൂലം രജിസ്ത്രാർ അവർകളുടെ തീർപ്പിനയയ്ക്കാം. രജിസ്ത്രാർ അവർകൾ അങ്ങനെയുള്ള ഒരു തർക്കത്തെ താൻതന്നെ തീർപ്പുചെയ്യുകയോ സഹകരണസംഘം റൂൾസ്പ്രകാരം ഒരു മദ്ധ്യസ്ഥനോ, മദ്ധ്യസ്ഥന്മാരോ, തീർപ്പുചെയ്യാൻ അയയ്ക്കുകയോ ചെയ്യാം. രജിസ്ത്രാർ അവർകളോ, മദ്ധ്യസ്ഥനോ മദ്ധ്യസ്ഥന്മാരോ കല്പിക്കുന്ന തീർപ്പു ഒടുവിലത്തെ തീർപ്പായിരിക്കുന്നതും അതിനെ സംഘം ഏതു സിവിൽകോട്ടിന്റെ അതിർത്തിയിൽപെട്ടിരിക്കുന്നുവോ ആ കോർട്ടിൽ നടത്തുവാൻ കൊടുക്കയും ചെയ്യാം

൨൰൨. സംഘംവക മുതൽ മോഷണംപോകയോ, അല്ലെങ്കിൽ മററുവിധത്തിൽ നഷ്ടംവരികയോ ചെയ്താൽ അതു തിരിച്ചുകിട്ടുന്നതു സാദ്ധ്യമല്ലാതെവരുന്നപക്ഷം സംഘം ചേർപ്പിച്ചിരിക്കുന്ന യൂനിയന്റെയോ യൂനിയൻ ഇല്ലാത്തപക്ഷം രജിസ്ത്രാർ അവർകളുടെയോ അനുവാദത്തോടുകൂടി ആ തുക കണക്കിൽ കുറവെഴുതുന്നതിനു പൊതുയോഗത്തിനു തീരുമാനിക്കാവുന്നതാകുന്നു.

൨൰൩. സംഘത്തിനു ഒരു പൊതുമുദ്ര ഉണ്ടായിരിക്കണം.

൨൰൪. ഈ നിബന്ധനകൾക്കായി അതിൽപറയുന്ന "രൂപ" എന്നപദം ൨൮ ചക്രം ൮ കാശ വിലയുള്ള ഒരു ബ്രിട്ടീഷ് രൂപ ആയിരിക്കും.

൬൫. ഒരു മെമ്പറായി സ്വീകരിക്കപ്പെട്ട ആരും ഈ നിബന്ധനകളുടെ ഒരു പ്രതി സംഘം നിശ്ചയിക്കുന്ന വിലകൊടുത്തു വാങ്ങേണ്ടതാണ്.

൬൬. പത്തുരൂപയിൽ കൂടുതലായി സംഘത്തിലുണ്ടായിരിക്കാവുന്ന സകല നീക്കിയിരിപ്പുകളും അപ്പോഴപ്പോൾ അഞ്ചൽ സേവിംഗ്സ് ബാങ്കിൽ നിക്ഷേപിക്കേണ്ടതാകുന്നു. ഇപ്രകാരം നിക്ഷേപിക്കാത്ത സംഘംവക മുതൽ കൈവശം വെച്ചുകൊണ്ടിരിക്കുന്നതു് ഒരു ക്രിമിനൽ കുററമായി കരുതപ്പെടും.

### ൫൮-ാംനമ്പർ നിബന്ധനപ്രകാരം ചെയ്യുന്ന ഭേദഗതികളുടെ സൂചന.

| ൧<br>തുടർച്ച നമ്പ | ൨<br>പൊതുയോഗത്തീയതി | ൩<br>നിബന്ധന നമ്പർ | ൪<br>ഭേദഗതിയുടെ സാരാംശം | ൫<br>രജിസ്ത്രാരുടെ അനുവാദം നമ്പർ തീയതി | ൬<br>മിന്നിട്ടുബുക്കിന്റെ ഏതു ഭാഗത്തിൽ ഒട്ടിച്ചു | ൭<br>സെക്രട്ടറിയുടെ അടയാളം |
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### അപേക്ഷകന്മാരുടെ വിവരം.

| ൧<br>ക്രമനമ്പർ | ൨<br>അപേക്ഷകന്റെ പേര് | ൩<br>അച്ഛന്റെയോ, അമ്മാവന്റെയോ പേര് | ൪<br>ജാതി | ൫<br>വയസ്സ് | ൬<br>ഓഹരി എണ്ണം | ൭<br>ഒപ്പ് |
|---|---|---|---|---|---|---|
| ൧ | | | | | | |
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-ാംനമ്പർ

വിനിയോജക സഹകരണ സംഘം (ക്ലിപ്തം)

ത്തിന്റെ പ്രത്യേകനിബന്ധനകൾ,

൧. -ാംനമ്പർ

വിനിയോജക സഹകരണസംഘം (ക്ലിപ്തം)
൧൧൧൪-ലെ ൭-ാംനമ്പർ ആക്റ്റിൻപ്രകാരം ഒരു പരസ്പരസഹായസംഘമായി രജിസ്റ്റർ ചെയ്യപ്പെട്ടിരിക്കുന്നു. അതിന്റെ മേൽവിലാസം താലൂക്ക്
പകുതി കര അഞ്ചൽ
ആഫീസു എന്നായിരിക്കുകയും ചെയ്യും, അതിന്റെ പ്രവൃത്തികൾ മാത്രം നടത്തുന്നതാകുന്നു.

## സംഘത്തിന്റെ ഉദ്ദേശങ്ങൾ.

൨. (എ) മെമ്പറന്മാരുടെ ഇടയിൽ മിതവ്യയശീലത്തെയും, സ്വാശ്രയത്തെയും, സഹകാരിതയേയും സാധാരണയായി പ്രോത്സാഹിപ്പിക്കുക.

(ബി) ജീവിതോപകരണങ്ങൾ മൊത്തമായി വാങ്ങി അംഗങ്ങൾക്കു വിതരണംചെയ്യുക. സംഘാംഗങ്ങളുടെ പൊതുഗുണത്തെ ഉദ്ദേശിച്ചു ഒരു വ്യവസായമോ ഏർപ്പെടുത്തി കച്ചവടം നടത്തുക. സഹകരണതത്വത്തെ ആധാരമാക്കി മേല്പറയപ്പെട്ടവയോ പൊതുയോഗത്തിന്റെ അപ്പോഴപ്പോൾ ഉള്ള തീരുമാനത്തിനധീനപ്പെട്ടവയായ മറ്റു ഇതര സംഗതികളിലും പ്രവേശിച്ചു പ്രവർത്തിക്കുക.

(സി) സഹകരണതത്വങ്ങളെ പ്രചരിപ്പിക്കുകയും അവയെ പ്രവൃത്തിപഥത്തിൽകൊണ്ടുവരികയും ചെയ്യുക.

(ഡി) മേല്പറയപ്പെട്ട ഉദ്ദേശങ്ങൾക്കനുകൂലമായും അവയുടെ പ്രായോഗികമായ നടത്തിപ്പിനു ആവശ്യമായും ഉള്ള മറ്റെല്ലാ സംഗതികളിലും പ്രവേശിച്ചു പ്രവർത്തിക്കുക ഇവയാകുന്നു.

൩. സംഘത്തിന്റെ പൊതുവായ കടങ്ങൾക്കു മെമ്പറന്മാർക്കുള്ള കടബാദ്ധ്യത അവർ എടുത്തിട്ടുള്ള ഓഹരിമുതലിന്റെ തുകയുടെ ക്രമമനുസരിച്ചു ക്ലിപ്തപ്പെട്ടതായിരിക്കും.

൪. സംഘത്തിന്റെ മൂലധനം തൽക്കാലം ഓരോ ഓഹരിക്കു ബ്രിട്ടീഷുരൂപാ വീതം ഓഹരികളുള്ള ബ്രിട്ടീഷുരൂപായായിരിക്കും. ഓരോ ഓഹരിയുടെയും വിലസംഖ്യ ഓഹരി എടുക്കുന്ന സമയം മുഴുവനുമായോ അല്ലാത്തപക്ഷം തവണകളായോ അടയ്ക്കേണ്ടതാണ്. തവണകളായി അടയ്ക്കുന്നപക്ഷം രൂ-/ചക്രം ഓഹരിഎടുക്കുന്നസമയത്തും ബാക്കിസംഖ്യ അടുത്തമാസംമുതൽ മാസംതോറും രൂ-/ചക്രം വീതം അതതുമാസം -ാംതീയതിക്കോ അതിനുമുമ്പായോ അടയ്ക്കേണ്ടതാകുന്നു. തവണകളായി അടയ്ക്കാൻ തീർച്ചപ്പെടുത്തുന്നപക്ഷം ഒരു മെമ്പർക്ക് ബാക്കിസംഖ്യ മുഴുവനുമോ അല്ലെങ്കിൽ അതിന്റെ ഒരു അംശമോ മുൻകൂറായി എപ്പോഴെങ്കിലും അടയ്ക്കാവുന്നതാണ്. ഒരു മെമ്പർ അടയ്ക്കേണ്ടസംഖ്യ അടയ്ക്കാതെ മൂന്നു തവണകൾ തുടരെ വീഴ്ചവരുത്തിയാൽ ആ മെമ്പറെ സംഘത്തിൽനിന്നും നീക്കാവുന്നതും അതുവരെ അടച്ചിട്ടുള്ള ഓഹരിസംഖ്യ അയാൾക്കു തിരികെ കിട്ടുവാനവകാശമില്ലാത്തതും ആയതു ആണ്ടവസാനത്തിൽ സംഘത്തിന്റെ കരുതൽധനത്തിലേയ്ക്കു ചേർക്കുന്നതുമാകുന്നു. നിശ്ചിത തീയതിക്കു ഓഹരിതവണ അടയ്ക്കാത്തപക്ഷം ഓഹരി ഒന്നിനു മാസത്തിൽ [illegible] കാശുവീതം പിഴ ചുമത്താവുന്നതും അങ്ങിനെ വീഴ്ചവരുത്തുന്ന ആൾക്കു ഓഹരി അടക്കുന്നതുവരെ മെമ്പരുടെ അവകാശങ്ങൾ തീരെ നിന്നുപോകുന്നതുമാകുന്നു.

൫. ൧൮ വയസ്സു കഴിഞ്ഞിരിക്കുകയും സ്വസ്ഥബുദ്ധിയുള്ളയാളായിരിക്കയും ഒന്നാമത്തെ പ്രത്യേകനിബന്ധനയിൽ പറഞ്ഞപ്രദേശത്തു പാർത്തുവരികയും ചെയ്യുന്ന വല്ലയാളും ഒരു മെമ്പറായി ചേരുവാൻ യോഗ്യനായിരിക്കും. ഇങ്ങനെയുള്ളയാളാണെങ്കിലും മെമ്പറായി ചേരുവാൻ തനിക്കു അവകാശമുണ്ടെന്നു യാതൊരാൾക്കും നിർബന്ധിക്കാവുന്നതല്ല.

൭. സംഘത്തിൽ ചേരുന്നതിനും ഓഹരികൾ കിട്ടേണ്ടതിനും ഉള്ള അപേക്ഷകൾ ആ വകയ്ക്കായി നിശ്ചയിച്ചിട്ടുള്ള ഫാറത്തിൽ എഴുതി സെക്രട്ടറിക്കു അയക്കേണ്ടതും ആയതു കമ്മിററിക്കാരുടെ തീർച്ചക്കായ്ക്കപ്പെടുത്തേണ്ടതുമാകുന്നു. കാരണംപറയാതെ അപേക്ഷകളെ തള്ളുന്നതിനുള്ള അധികാരം കമ്മററിക്കുണ്ടായിരിക്കുന്നതാകുന്നു.

൮. ഓരോമെംബറും കുറഞ്ഞപക്ഷം ഓരോ ഓഹരിയെങ്കിലും എടുക്കേണ്ടതും എന്നാൽ യാതൊരുമെംബറും ഓഹരികളിൽ അധികം എടുക്കാൻ പാടില്ലാത്തതുമാകുന്നു. ഓരോമെംബറും ഓഹരി എടുക്കുന്നസമയം അയാൾ എടുത്തിട്ടുള്ള ഓരോ ഓഹരിക്കും ചക്രം പ്രവേശനഫീസ അടയ്ക്കണം. എന്നാൽ –ാമത് മുതൽക്കുള്ള ഓരോ ഓഹരിക്കും ചക്രം വീതം പ്രവേശനഫീസ് അടച്ചാൽ മതിയാകുന്നതാണ്.

(൨) യാതൊരു മെമ്പറും അയാൾ എടുത്തിട്ടുള്ള ഓഹരികളെ കൊല്ലത്തിനുള്ളിൽ മടക്കി കൊടുപ്പാൻ അവകാശപ്പെടുന്നതല്ല. എന്നാൽ ഓഹരിമടക്കി കിട്ടേണ്ടതിനുള്ള അപേക്ഷ കൊടുക്കുന്നതിനു ന്യായമായ കാരണമുള്ളപക്ഷവും രണ്ടാമതു സംഘത്തിലേയ്ക്കു അയാൾ അടയ്ക്കേണ്ട തുകകൾ ഒന്നും ബാക്കിനിൽക്കാതിരിക്കുകയും മൂന്നാമതു ഏതെങ്കിലും ഒരുകൊല്ലത്തിൽ ഇപ്രകാരം മടക്കിക്കൊടുക്കുന്ന ആകെ ഓഹരിസംഖ്യ ആ കൊല്ലം ആരംഭത്തിൽ സംഘത്തിലുണ്ടായിരുന്ന ആകെ ഓഹരി മുതലിന്റെ പത്തിലൊന്നിൽ കവിയാതിരിക്കയും ചെയ്യുന്നപക്ഷം കമ്മററിക്കാരുടെ അനുമതിയോടുകൂടി ഒരു മെംബർക്കു ഓഹരി മടക്കിഎടുക്കാവുന്നതാകുന്നു. ഈ നിബന്ധനപ്രകാരം ഒരു മെമ്പർ വിട്ടുപോകുമ്പോൾ അയാൾ യഥാർത്ഥത്തിൽ അടച്ച ഓഹരിസംഖ്യയും അതിന്മേൽ ലാഭപ്പങ്കായി മെമ്പർക്കു കൊടുപ്പാനുള്ള വല്ല ഡിവിഡന്റും ഉണ്ടെങ്കിൽ അതും സംഘം മടക്കികൊടുക്കേണ്ടതാണ്. എന്നാൽ ഒരുവർഷത്തിൽ പിൻവലിക്കുന്നതിനു അനുവദിച്ചിരിക്കുന്ന പത്തുശതമാനം ഓഹരിത്തുകയിൽ ൯-ം ൧൦-ം ൩൪-ം നിബന്ധനകളിലെ വ്യവസ്ഥകൾ ഒഴിച്ചു പിൻവലിക്കുന്ന ഓഹരികൾ മാത്രം ഉൾപ്പെടുന്നതാകുന്നു.

൯. ൧൧-ാമത്തെ നിബന്ധനയിൽ വ്യവസ്ഥപ്പെടുത്തിയ അതിർത്തിവിട്ടു താമസമാക്കിയതിനാലോ വേറെ വല്ല കാരണത്താലോ ഒരു മെമ്പർക്കു മെമ്പറായിരിപ്പാനുള്ള യോഗ്യത പൊയ്പ്പോകുന്നപക്ഷം അയാളുടെ പേർ മെമ്പറന്മാരുടെ പട്ടികയിൽനിന്നും നീക്കംചെയ്യേണ്ടതും അയാൾ അടച്ചിട്ടുള്ള ഓഹരിസംഖ്യയും ഡിവിഡന്റു വല്ലതും ഉണ്ടെങ്കിൽ അതും കൂടിയ തുകയിൽ നിന്നും സംഘത്തിലേയ്ക്കു അയാൾ വല്ലതും അടയ്ക്കേണ്ടതുണ്ടെങ്കിൽ അതു കഴിച്ചു ബാക്കിയുള്ള തുക ഒരു ന്യായമായ അവധിക്കുള്ളിൽ മടക്കിക്കൊടുക്കേണ്ടതുമാകുന്നു.

(൧൦) (൧) ഒരുമെമ്പർ മരിച്ചുപോയാൽ അയാളുടെ മെമ്പർസ്ഥാനം തന്നിമിത്തം നിന്നുപോകുന്നതാകുന്നു.

(൨) എ. സംഘത്തിലെ ഓരോമെമ്പറും സംഘത്തിലുള്ള തന്റെ ഓഹരിയെയോ, അവകാശത്തെയോ, തന്റെ മരണശേഷം പിന്തുടരുവാൻ വല്ല ആളെയും പേർപറഞ്ഞു നിയമിക്കാവുന്നതാകുന്നു. മെമ്പർ മരിച്ചുപോകുമ്പോൾ അപ്രകാരം ചെയ്ത നിയമനത്തെ സംഘം സാധുവാക്കണം.

എന്നാൽ,

(൧) മരിച്ചുപോയ മെമ്പർ മേൽപ്രകാരം നിയമിക്കുമ്പോൾ ആ നിയമിച്ചുവിവരത്തിനു രണ്ടു സാക്ഷികളുടെഎങ്കിലും മുമ്പാകെവച്ചു പത്രത്തിൽ ആ ആൾ ഒപ്പിട്ടിരിക്കയും ആ സാക്ഷികൾ ആ വിവരത്തിനു അതിൽ ഒപ്പിട്ടിരിക്കയുംവേണം.

(൨) ആ വക നിയമനങ്ങൾ രജിസ്റ്റർചെയ്യാനായി സംഘം വച്ചിരിക്കുന്നപുസ്തകങ്ങളിൽ ആ നിയമനത്തെ പതിച്ചിരിക്കണം.

(൩) മേൽ പറഞ്ഞു നിയമിക്കപ്പെട്ട ആൾ ൩-ാമത്തെ പ്രത്യേക നിബന്ധനയനുസരിച്ചു ഒരു മെമ്പറായി മുമ്പുതന്നെ ചേർക്കപ്പെട്ടിട്ടുള്ളതായിരിക്കയോ, അല്ലാത്തപക്ഷം പിന്നീടു ചേർക്കപ്പെടുകയോ ചെയ്തിരിക്കണം.

ബി. മരിച്ചുപോയ ഒരു മെമ്പർ അയാളുടെ അവകാശിയായി സംഘത്തിൽ അയാളുടെ ഓഹരിയോ, മററു സംഖ്യയോ, ആരെയും നിശ്ചയിച്ചിട്ടില്ലാത്തപക്ഷം അയാളുടെ പിൻതുടർച്ചാവകാശിയോ അല്ലെങ്കിൽ അയാളുടെ അവകാശം നിയമപ്രകാരം സിദ്ധിച്ചിട്ടുള്ള മററുവല്ലവരുമോ അല്ലെങ്കിൽ മേൽപറഞ്ഞവർ ഒരുമാസത്തിനുള്ളിൽ നിയമിക്കുന്ന മററുവല്ലവർക്കുമോ ഈ അവകാശം ഇരിക്കുന്നതാണ്. എന്നാൽ അങ്ങിനെയുള്ള പിൻതുടർച്ചാവകാശിയേയോ നിയമപ്രകാരം അവകാശം സിദ്ധിച്ചിട്ടുള്ള ഒരാളേയോ അല്ലെങ്കിൽ ഇവരാൽ നിയമിക്കപ്പെട്ട വേറെ ഒരാളേയോ ൩-ാം പ്രമാണനിബന്ധനയിൽ പറഞ്ഞപ്രകാരം കമ്മററിക്കാർ സംഘത്തിലെ ഒരു മെമ്പറായി സ്വീകരിച്ചിരിക്കയോ സ്വീകരിക്കുകയോ ചെയ്തിരിക്കണം.

സി. മരിച്ചുപോയ മെമ്പർക്ക് എ. ബി. പിരിവുകളിൽ പറഞ്ഞപ്രകാരം മെമ്പർസ്ഥാനത്തിനു യോഗ്യതയുള്ള അവകാശികൾ ഇല്ലാത്തപക്ഷം സംഘം അയാളുടെ മരണസമയത്തുള്ള അയാൾക്കുള്ള ഓഹരിസംഖ്യയും മററു അയാൾക്കു സംഘത്തിലുള്ള സ്വത്തുക്കളേയും സംഘനിബന്ധനകൾ അനുസരിച്ചു അയാൾ നിയമിച്ചു ആൾക്കോ പിൻതുടർച്ചാവകാശിയോ അല്ലാത്തപക്ഷം അയാളുടെ അവകാശം നിയമപ്രകാരം സിദ്ധിച്ചിട്ടുള്ള മററുവല്ലവർക്കുമോ കൊടുക്കുന്നതാകുന്നു.

൫൫. (എ) മെമ്പറായിരുന്ന ഒരാൾ മെമ്പർസ്ഥാനം ഒഴിഞ്ഞുപോയ തീയതിക്കു സംഘം കൊടുക്കേണ്ടതായ കടങ്ങൾക്കു ൩-ാമത്തെ പ്രത്യേക നിബന്ധനയിൽപറഞ്ഞേടത്തോളമുള്ള അയാളുടെ ബാദ്ധ്യത ആ തീയതിമുതൽ രണ്ടു സംവത്സരകാലത്തേക്കു നിലനിൽക്കുകയും ചെയ്യും.

(ബി) മരിച്ചുപോയ ഒരു മെമ്പറുടെ സ്വത്തു അയാൾ മരിച്ചുകഴിഞ്ഞു സംഘത്തിനുണ്ടായിരുന്ന പൊതുവായ കടത്തിനു അയാളുടെ മരണശേഷം കൊല്ലത്തേക്കു ൩-ാമത്തെ നിബന്ധനയിൽ പറഞ്ഞപ്രകാരം ബാദ്ധ്യതപ്പെട്ടിരിക്കുകയും ചെയ്യും.

൫൬. യാതൊരു മെമ്പറേയും കമ്മററിക്കാരുടെ അനുമതികൂടാതെ അയാൾ എടുത്തിട്ടുള്ള ഓഹരിയേയോ ഓഹരികളേയോ കൈമാററം ചെയ്വാനോ കടത്തിൽ പെടുത്തുവാനോ അനുവദിക്കുന്നതല്ല.

൫൭. ഒരു മെമ്പർ തനിക്കുള്ള ഓഹരികളുടെ എണ്ണം ൭-ാമത്തു നിബന്ധനയിൽ പറഞ്ഞിട്ടുള്ള ഓഹരി എന്ന ക്ലിപ്തത്തിൽ കവിയാതിരിക്കത്തക്കവണ്ണം കമ്മററിക്കാരുടെ അനുമതിയോടുകൂടി എപ്പോഴെങ്കിലും വർദ്ധിപ്പിക്കാം. എന്നാൽ യാതൊരു മെമ്പറേയും അയാൾ എടുത്തിട്ടുള്ള ഓഹരികളുടെ എണ്ണം അയാൾ ചേർന്നതിന്റെശേഷം കൊല്ലത്തിനുള്ളിൽ കുറയ്ക്കുവാനായി അനുവദിച്ചുകൂടുന്നതല്ല.

### ഡിപ്പാസിററുകൾ.

൫൮. കമ്മററിക്കാരുടെ യുക്തംപോലെ എപ്പോഴെങ്കിലും മെമ്പർമാരുടെയോ, മെമ്പർമാരല്ലാത്തവരുടെയോ പക്കൽനിന്നു ഡിപ്പാസിററുകൾ വാങ്ങാവുന്നതാണ്.

൫൯. ഡിപ്പാസിററുകൾ സ്വീകരിക്കുന്നതിൽ മെമ്പറന്മാരല്ലാത്തവരിൽനിന്നുള്ള ഡിപ്പാസിററുകളെക്കാൾ മെമ്പറന്മാരിൽനിന്നുള്ള ഡിപ്പാസിററുകൾക്കു പ്രാധാന്യം കൊടുക്കുന്നതാണ്.

൬൦. ഡിപ്പാസിററുകൾ ൫ വിധം ഉണ്ടായിരിക്കുന്നതാണ്.

(എ) ഫിക്സഡ്.
(ബി) റക്കറിംഗ്.
(സി) സേവിംഗ്സ്.
(ഡി) കറണ്ട്.
(ഇ) ഭണ്ഡാരം.

## (എ) ഫിക്സഡ് ഡിപ്പാസിററ്.

ഒരു നിശ്ചിതകാലാവധിക്കു ഒരു നിശ്ചിതപണസംഖ്യ നിക്ഷേപമായി സംഘത്തിൽ വരുന്നതായാൽ ആയതു് ഒരു ഫിക്സഡ് ഡിപ്പാസിററെന്നോ സ്ഥിരനിക്ഷേപമെന്നോ പറയപ്പെടും. യാതൊരു ഫിക്സഡ് ഡിപ്പാസിററും ഒരു ഉറുപ്പികയുടെ അംശമായിട്ടോ മൂന്നുമാസത്തിൽ കുറഞ്ഞ ഒരു കാലത്തേയ്ക്കോ കൈക്കൊള്ളപ്പെടുന്നതല്ല. ഫിക്സഡ് ഡിപ്പാസിററുകളിന്മേൽ പലിശ സാധാരണയായി കൊല്ലത്തിൽ ൧൦൦-ന്ന് (        ) കവിയാത്ത നിരക്കിലുള്ള കണക്കാക്കുന്നു. ഫിക്സഡ് ഡിപ്പാസിററുകളിന്മേലുള്ള പലിശ ആ ഡിപ്പാസിററ് എത്ര കാലത്തേയ്ക്കു വച്ചിരിക്കുന്നുവോ ആ കാലം കഴിഞ്ഞാൽ നിന്നുപോകുന്നതാകുന്നു. എന്നാൽ മൂന്നുമാസത്തിൽ കുറയാതെ പിന്നെയും ഒരു കാലത്തേക്കു ആ ഡിപ്പാസിററ് പുതുക്കുവാനുള്ള ആഗ്രഹത്തെപ്പററി എഴുത്തുമൂലമായ അറിയിപ്പു ആദ്യത്തെ അവധികഴിയുന്നതിനു മുമ്പു സംഘം ആപ്പീസിൽ കിട്ടിയാൽ അങ്ങിനെ പലിശ നിന്നുപോകുന്നതും അല്ല.

## (ബി) റക്കറിംഗ് ഡിപ്പാസിററ്.

റക്കറിംഗ് ഡിപ്പാസിററ് എന്നതു ൧൨, ൨൪, ൩൬, ൪൮, ൬൦, ഈ മാസക്കാലത്തേയ്ക്കു ഒരു നിശ്ചിതസംഖ്യ ഒരു ഉറുപ്പികയോ അതിന്റെ കൃത്യമായ ഒരു പെരുക്കമോ ഒരു അംശമോ മാസംതോറും സംഘത്തിലേയ്ക്കടപ്പാൻ ഏറെറടുക്കുന്ന ഒരാൾ വെയ്ക്കുന്ന ഒരു നിക്ഷേപമാകുന്നു. ൧൨, ൨൪, ൩൬, ൪൮, ൬൦, ഈ മാസക്കാലത്തേയ്ക്കു മാസംപ്രതി ഓരോ ഉറുപ്പിക അടയ്ക്കുന്ന ഒരു ഡിപ്പാസിററുകാരന്നു യഥാക്രമം ൧൩, ൨൭, ൪൨, ൫൭, ൭൪ ഈ മാസങ്ങളും അവസാനിക്കുന്നതിനുമുമ്പായി ൧൨ ഉറുപ്പിക ൧൧ ചക്രം ൧൪ കാശ്, ൨൫ ഉറുപ്പിക ൨൪ ചക്രം ൪ കാശ്, ൪൦ ഉറുപ്പിക ൯ ചക്രം ൧ കാശ്, ൫൫ ഉറുപ്പിക ൧൪ ചക്രം ൪ കാശ്, ൭൦ ഉറുപ്പിക ൧൪ ചക്രം ൪ കാശ് ക്രമപ്രകാരം കിട്ടുന്നതും ഈ സംഖ്യയിൽ ഉറുപ്പിക ൧൨, ൨൪, ൩൬, ൪൮, ൬൦ ഇവ മുതൽമുതൽ തിരികെ കൊടുത്തതായി കണക്കിൽ പിഴവു എഴുതുന്നതും ബാക്കിസംഖ്യ ആ തുക സംഖ്യകളിന്മേലുള്ള പലിശയായി കണക്കു വെയ്ക്കുന്നതും ആകുന്നു. മാസംതോറും കിട്ടേണ്ടതായ ഡിപ്പാസിററുസംഖ്യ അതു ഏതു മാസത്തേക്കുള്ളതോ ആ മാസാവസാനത്തിനു മുമ്പായി അടയ്ക്കേണ്ടതും അടയ്ക്കുവാൻ ബാക്കിയായിവരുന്നതായ ഉറുപ്പികയ്ക്കോ അതിന്റെ അംശത്തിനോ ഒരു ഉറുപ്പികയ്ക്കു മാസത്തിൽ ൧ കാശുപ്രകാരം ഉണ്ടാകുന്ന പിഴ ചുമത്തുന്നതും ആകുന്നു. ഒരു റിക്കറിംഗ് ഡിപ്പാസിററുകാരൻ അയാൾ ൪ മാസത്തേയ്ക്കു അടയ്ക്കേണ്ട സംഖ്യ ബാക്കിയാക്കിയാൽ അയാളുടെ ഡിപ്പാസിററുകണക്കു ഉടനെ അവസാനിപ്പിക്കുന്നതും അയാൾ യഥാർത്ഥത്തിൽ അടച്ച സംഖ്യ അയാൾക്കു മടക്കിക്കൊടുക്കേണ്ടതും, ആ തുക സംഖ്യ ഡിപ്പാസിററുകാരനിൽനിന്നു സംഘത്തിലേയ്ക്കു കിട്ടേണ്ട വല്ല സംഖ്യയിലേയ്ക്കും വരവുവച്ചു പിടിക്കാൻ സംഘത്തിന്നു സ്വാതന്ത്ര്യമുണ്ടായിരിക്കുന്നതുമാകുന്നു. ഈ സംഗതിയിൽ ഈ നിബന്ധനപ്രകാരം ചുമത്തുന്ന പിഴ വിട്ടുകൊടുക്കപ്പെടുന്നതാകുന്നു. കമ്മററിക്കാരുടെ അനുമതിയോടുകൂടി ഒരു ഡിപ്പാസിററിന്റെ രീതിയായി മാററുവാൻ ഒരു റിക്കറിംഗ് ഡിപ്പാസിററുകാരന്നു കഴിവുള്ളതാകുന്നു.

## സി. സേവിംഗ്സ് ഡിപ്പാസിററ്.

(എ) ഏതൊരാളേയും സംഘത്തിൽ ഒരു സേവിംഗ്സ് ഡിപ്പാസിററ് കണക്കു വെയ്ക്കുവാൻ കമ്മററിക്കാർക്കു അനുവദിക്കാം. ഒരാൾ ചുരുങ്ങിയതു അയാളുടെ കണക്കിൽ ഉറുപ്പിക ഉണ്ടായിരിക്കേണ്ടതും ഒരു കൊല്ലത്തിൽ ഒരു ഡിപ്പാസിററുകാരന്റെ പക്കൽനിന്നു സ്വീകരിക്കാവുന്ന കൂടിയസംഖ്യ ൧൦൦൦ ഉറുപ്പിക ആയിരിക്കുന്നതും യാതൊരവസരത്തിലും ഒരു ഡിപ്പാസിററുകാരന്റെ വകയായി ൨൦൦൦ ഉറുപ്പികയിൽ അധികരിച്ച സംഖ്യ ഉണ്ടായിരിക്കരുതാത്തതും ആകുന്നു.

(൨) സേവിംഗ്സ് ഡിപ്പാസിററിന്മേൽ പലിശ മാസത്തിലെ ഏതെങ്കിലും ഒരു തീയതിക്കു ബാക്കി നില്പുള്ള ഏററവും ചുരുങ്ങിയ ഡിപ്പാസിററുസംഖ്യയിന്മേൽ രൂപയ്ക്കു      കാശുവീതം കണക്കാക്കുന്നതാണ്. ഒരു ഡിപ്പാസിററുകാരൻ പണം മടക്കി എടുക്കുവാൻ      ദിവസത്തെ നോട്ടീസ് സാധാരണയായി കൊടുക്കണം. ഒരാഴ്ചയിൽ അയാൾ      രൂപായിൽ അധികം മടക്കിഎടുത്തുകൂടാത്തതും ആകുന്നു.

(൩) കമ്മററി നിശ്ചയിക്കുന്ന വിധം ചുമത്തി ഓരോ പാസ്സ്ബുക്ക് സേവിംഗ്സ് ഡിപ്പാസിററ് ചെയ്യുന്നവൎക്കു കൊടുക്കപ്പെടും.

### ഡി. കറൻറ ഡിപ്പാസിററ്.

(൧) ഏതൊരാളെയും സംഘത്തിൽ കറൻറ് ഡിപ്പാസിററ് ചെയ്യുവാൻ കമ്മററിക്ക് അനുവദിക്കാം. കറൻറ് ഡിപ്പാസിററിന്മേൽ മാസത്തിൽ ഏതെങ്കിലും ഒരു തീയതിക്കു ബാക്കി നില്പുള്ള ഏററവും ചുരുങ്ങിയ ഡിപ്പാസിററു സംഖ്യയിന്മേൽ മാസത്തിൽ രൂപയ്ക്കു      കാശുപ്രകാരം ഉണ്ടാകുന്ന പലിശ കണക്കാക്കപ്പെടും.

(൨) കമ്മററി നിശ്ചയിക്കുന്ന വിധം ചുമത്തി ഓരോ പാസ്സ്ബുക്ക കറൻറ് ഡിപ്പാസിററ ചെയ്യുന്നവൎക്കു കൊടുക്കപ്പെടും.

### ഇ. ഹോംസേഫ് ഡിപ്പാസിററ് (ഭണ്ഡാരനിക്ഷേപം).

ഒരു ഹോംസേഫ് ഡിപ്പാസിററ എന്നതു ഒരു ഹോംസേഫിൽ അതായതു ഒരു ഭണ്ഡാരത്തിൽ അല്ലെങ്കിൽ ഒരു പാത്രത്തിൽ തനിക്കു മിച്ചവുകഴിച്ചു ഉണ്ടാകുന്ന സംഖ്യകളൊക്കെ ഉള്ളപ്പോൾ ഇട്ടുവരുന്നതും ഈ വിധം ഉണ്ടാകുന്ന സംഖ്യ മാസംതോറും ൧൨ ൽ സൗകൎയംതോറും സംഘത്തിൽ അടപ്പാനും ഏററ ഒരാൾ വയ്ക്കുന്ന ഒരു നിക്ഷേപമാകുന്നു. ഒരു മാസം ൫-ാംതീയതിക്കു മുമ്പു അടയ്ക്കുന്ന ഡിപ്പാസിററുസംഖ്യയിന്മേൽ ആ മാസം ആദ്യം മുതൽക്കു പലിശ ഉണ്ടാകുന്നതാണ്. ഈ തീയതിക്കുശേഷം അടയ്ക്കുന്ന സംഖ്യകളിന്മേൽ അടുത്തമാസംമുതൽക്കു മാത്രമേ പലിശ ഉണ്ടാകയുള്ളു. പലിശ മാസത്തിൽ രൂപയ്ക്കു      കാശുവീതം കണക്കാക്കപ്പെടും. തന്നിമിത്തം ൧൨-ാമത്തെ മാസാവസാനത്തിനുശേഷം പലിശ കണക്കാക്കുന്നതല്ല. യാതൊരു സമയത്തും ഒരു രൂപയുടെ അംശത്തിനു പലിശ അനുവദിക്കുന്നതല്ല. എല്ലാ ഹോംസേഫ് ഡിപ്പാസിററുകാൎക്കും വില വാങ്ങാതെ ഒരു പാസു പുസ്തകം കൊടുക്കുന്നതാണ്. പാസുപുസ്തകവും ഭണ്ഡാരവും ഹാജരാക്കാതെ യാതൊരുവിധത്തിലുള്ള ഇടപാടും ഹോംസേഫ് ഡിപ്പാസിററുകണക്കിൽ ചെയ്യുന്നതല്ല. ഒരു പാസ്സുബുക്ക കളഞ്ഞുപോയാലോ കേടുവന്നാലോ കമ്മററിക്കാരുടെ യുക്തംപോലെയുള്ള ഒരു വില വസൂൽചെയ്തു മാററികൊടുക്കുന്നതാണ്. ഡിപ്പാസിററ കണക്കിൽ വരവുവയ്ക്കാൻ ഡിപ്പാസിററുകാരനോ അയാളുടെ ഏജൻേറാമുമ്പാകെ ഭണ്ഡാരം പ്രസിഡൻേറാ സെക്രട്ടറിയോ തുറക്കുന്നതാകുന്നു. തനിക്കു ലഭിക്കേണ്ടതായ പണം കിട്ടുന്നസമയത്തു പാസ്സുബുക്ക ഡിപ്പാസിററുകാരൻ സംഘത്തിലേക്കു മടക്കികൊടുക്കുന്നതാണ്. ഒരു ഹോംസേഫ് ഡിപ്പാസിററുകാരൻ തുടർച്ചയായി ൬ മാസകാലത്തോളം ഭണ്ഡാരം ഉപയോഗപ്പെടുത്താഞ്ഞാൽ അയാളുടെ കണക്കു ഉടനെ അവസാനിപ്പിക്കുന്നതും പാസ്സുപുസ്തകം മടക്കിവാങ്ങി ഡിപ്പാസിററുകാരൻ യഥാൎത്ഥത്തിൽ അടച്ചസംഖ്യ മടക്കികൊടുക്കുന്നതും ആകുന്നു. ഈ വക സംഖ്യ മുഴുവനുമോ ഒരു ഭാഗമോ ഡിപ്പാസിററുകാരൻെറ പക്കൽനിന്നും സംഘത്തിലേക്കു വരേണ്ടതു വല്ല മുതലും ഉണ്ടെങ്കിൽ അതിലേക്കു മുതൽ വയ്ക്കുന്നതിനു സംഘത്തിനു സ്വാതന്ത്ര്യമുണ്ട്.

### മററുകടങ്ങൾ.

൧൭. മെമ്പറന്മാരിൽനിന്നോ മെമ്പർമാർ ഇല്ലാത്ത മററു ആളുകളിൽനിന്നോ കമ്പനി ആക്ററ്പ്രകാരമോ പരസ്പരസഹായസംഘം ആക്ററ്പ്രകാരമോ രജിസ്റ്റർചെയ്യപ്പെട്ട സംഘത്തിൽ നിന്നോ ഡിപ്പാസിററുകൾ അല്ലാതെ വേറെവിധത്തിൽ

സംഘത്തിനുവേണ്ടി പണം കടം വാങ്ങുവാൻ കമ്മറ്റിക്കാൎക്ക് അധികാരമുണ്ടായിരിക്കുന്നതാണ്. എന്നാൽ അങ്ങിനെ വാങ്ങുന്ന സംഘത്തിന്മേൽകോട്ടത്തപെടിശ രജിസ്ത്രാർ അവൎകളുടെ അനുവാദംകൂടാതെ കൊല്ലത്തിൽ ന്നൂറിന ( )-ൽ കവിയാതിരിക്കുകയും ഏതൊരു യൂണിയനോടു സംഘം ചേൎക്കപ്പെട്ടിരിക്കുന്നുവോ ആ യൂണിയന്റെ ഭരണയോഗം അതിനെ കടംവാങ്ങു വാങ്ങുന്നതു് സമ്മതിക്കുകയും ചെയ്തിരിക്കണം.

## സംഘത്തിൽ ആകെ വാങ്ങാവുന്ന കടം.

൮൮. മെമ്പറന്മാരിൽനിന്നും മെമ്പറന്മാരല്ലാത്തവരിൽനിന്നും ഡിപ്പാസിററുവഴിയായും വേറെപ്രകാരത്തിലും ക്രീ സംഘത്തിനു മൊത്തം കടംവാങ്ങാവുന്നസംഖ്യ അടച്ചു ശേഖരിപ്പുന്നതിന്റെയും കരുതൽധനത്തിന്റെയും ആകെയുടെ ... രട്ടിയിൽ അധികരിച്ചുകൂടുന്നതല്ല.

## ഭരണം

൮൯. പൊതുയോഗം അപ്പഴപ്പോൾ ചെയ്യുന്ന നിശ്ചയങ്ങൾക്കുവിധേയപ്പെട്ട സംഘംകാൎയ്യാദികൾ നടത്തുന്നതിനുള്ള അധികാരം ഒരു കമ്മിററിയിൽ ഇരിക്കുന്നതാകുന്നു. കമ്മറ്റിയിൽ ഏഴിൽ അധികരിക്കാത്ത മെംബറന്മാർ ഉണ്ടായിരിക്കണം.

൯൦. കമ്മററിമെമ്പറന്മാരെ മെമ്പറന്മാരുടെ ഇടയിൽനിന്നു പൊതുയോഗം ഒരു സംവത്സരകാലത്തേക്കു തിരഞ്ഞെടുക്കണം. കമ്മററിമെമ്പറന്മാരുടെ കാലം കഴിഞ്ഞാലും പുതിയകമ്മററിയെ തിരഞ്ഞെടുക്കുന്നതുവരെ അവർ തന്നെ ഉദ്യോഗത്തിൽ ഇരിക്കുന്നതാകുന്നു. കാലംകഴിഞ്ഞു പിരിയുന്ന കമ്മററിയിലെ ഒരു മെമ്പർ പിന്നെയും തെരഞ്ഞെടുപ്പിനു നിൽക്കാവുന്നതാണ്. പൊതുയോഗം കമ്മററിക്കാരെ തെരഞ്ഞെടുത്തശേഷം കമ്മററിക്കാർ അവരുടെ ഇടയിൽനിന്നു ഒരു പ്രസിഡന്റിനെയും ഒരു സെക്രിട്ടറിയേയും ഒരു അസിസ്റ്റന്റുസെക്രിട്ടറിയേയും തിരഞ്ഞെടുക്കേണ്ടതാണ്. ഇടക്കാലത്തിൽ കമ്മററിയിൽ ഉണ്ടാകുന്ന ഒഴിവിലേക്കു മെമ്പർമാരെ കമ്മിററി തെരഞ്ഞെടുക്കേണ്ടതാണ്. എന്നാൽ ആയതു അടുത്ത പൊതുയോഗത്തിൽ അനുവദിക്കപ്പെടണം. കമ്മററിയിലെ ഏതൊരു മെമ്പറേയോ മെമ്പർമാരേയോ പൊതുയോഗത്തിന്റെ ഒരു തീർച്ച അനുസരിച്ചു നീക്കം ചെയ്യാവുന്നതാണ്.

൯൦ (എ) സംഘത്തിന്റെ തൃപ്തികരമായ പ്രവൎത്തനത്തെ ഉദ്ദേശിച്ചു കമ്മററിയിൽനിന്നും മൂന്നുപേർ ഉൾപ്പെട്ട ഒരു ഭരണസമിതിയെ തെരഞ്ഞെടുക്കേണ്ടതാണ്. ഇവൎക്കുള്ള അധികാരം കമ്മിററി നിർണ്ണയിക്കുന്നതാകുന്നു. എന്നാൽ നിബന്ധന ൯൨, ൯൯, ൮൭, ൯൩, ൯൭ ഈ വകുപ്പുകളിൽ പറയുന്ന അധികാരം ഉണ്ടായിരിക്കാൻ പാടില്ലാത്തതും ആകുന്നു.

൯൧. സംഘംവക കാൎയ്യാദികൾ നടത്തേണ്ടതിനു മാസത്തിൽ ഒന്നു പ്രാവശ്യമോ ആവശ്യമുണ്ടെങ്കിൽ അതിലും അധികം പ്രാവശ്യമോ കമ്മററിയോഗങ്ങൾ കൂടേണ്ടതാണ്. യാതൊരു കമ്മററിയിലെ തീർച്ചയും കുറഞ്ഞപക്ഷം (൪)നാലു കമ്മററി മെമ്പറന്മാർ കൂടി തീരുമാനിച്ചിട്ടില്ലാത്തപക്ഷം സാധുവായിരിക്കുന്നതല്ല. കമ്മിററിക്കാരുടെ തീർച്ചകളും എല്ലാം കാൎയ്യങ്ങളും വോട്ടുകളുടെ ഭൂരിപക്ഷപ്രകാരം തീർച്ചപ്പെടുത്തണം. വോട്ടുകൾ തുല്യമായിരുന്നാൽ പ്രസിഡണ്ടിനൊ, അല്ലെങ്കിൽ സഭയിലെ അഗ്രാസനാധിപതിക്കോ കാസ്റ്റിംഗ് വോട്ട് എന്ന രണ്ടാമതു ഒരു വോട്ടു കൊടുക്കുന്നതിനു അധികാരമുണ്ടായിരിക്കും. കമ്മിററിയോഗത്തിലെ ഒരു മെമ്പർ അയാളെ സംബന്ധിച്ചു വല്ല കാൎയ്യങ്ങളും കമ്മിററിയോഗത്തിൽ വച്ചു ആലോചിക്കുമ്പോൾ ആ യോഗത്തിൽ ഹാജരായിരിക്കാൻ പാടില്ലാത്തതാകുന്നു.

൯൨. കമ്മിററിയിലെ ഒരു മെമ്പർ തുടർച്ചയായി ൩ കമ്മിററിയോഗത്തിനു ഹാജരാകാതെയിരുന്നാൽ അയാളുടെ കമ്മിററിമെമ്പർസ്ഥാനം നിന്നുപോകുന്നതാണ്. എന്നാൽ കമ്മിററിക്കാൎക്കു അയാളെ വീണ്ടും കമ്മിററിമെമ്പറായി നിശ്ചയിക്കാവുന്നതാണ്.

൨൩. കമ്മിററിക്കാർ അപ്പഴപ്പോഠം ചെയ്യുന്ന നിശ്ചയങ്ങഠക്കു വിധേയപ്പെട്ട് സംഘം ഉദ്യോഗസ്ഥന്മാക്ക് താഴെ പറയുന്ന അധികാരങ്ങഠ ഉണ്ടായിരിക്കുന്നതാണ്.

(എ) പ്രസിഡണ്ടിനു സംഘം ജോലികളെ സംബന്ധിച്ച ഒരു പൊതു മേൽവിചാരം ഉണ്ടായിരിക്കുന്നതും, ഉദ്യോഗസ്ഥന്മാരിൽ [illegible] സംഘത്തിന്റെ എല്ലാ മുതലുകളും പ്രസിഡണ്ടിന്റെ അധീനത്തിൽ ഇരിക്കുന്നതും ആകുന്നു. സംഘംപ്രവൃത്തികഠ നടത്തുന്നതിനു വേണ്ട ആളുകളെ നിയമിപ്പാനും, അവർക്കു പിഴ നിശ്ചയിപ്പാനും അവരെ സസ്പെൻഡു ചെയ്യാനും, പിരിച്ചയപ്പാനും, പ്രസിഡണ്ടിനു അധികാരമുണ്ടായിരിക്കുന്നതാണ്. എന്നാൽ ഒടുവിൽ പറഞ്ഞ രണ്ടു സംഗതികഠ കമ്മിററിയുടെ സമ്മതം വാങ്ങിയ ശേഷം ചെയ്യേണ്ടതാണ്.

(ബി) പ്രസിഡണ്ടിന്റെ മേൽവിചാരത്തിനു വിധേയപ്പെട്ട് സംഘം പ്രവൃത്തികഠ നടത്തുന്നതിന്റെ ഉത്തരവാദം സെക്രട്ടറിക്ക ആയിരിക്കുന്നതാണ്.

(സി) സംഘത്തിനുവേണ്ടി വ്യവഹാരം നടത്തുന്നതു പ്രസിഡണ്ടോ / സെക്രട്ടറിയോ ആയിരിക്കേണ്ടതാകുന്നു. സംഘം ക സകല പ്രമാണങ്ങളും പ്രസിഡണ്ടിന്റെ / സെക്രട്ടറിയുടെ പേരിൽ ഒപ്പിടിക്കാം.

(ഡി) അസിസ്റ്റൻറു സെക്രട്ടറി സെക്രട്ടറിയുടെ സഹായിയായിരിക്കേണ്ടതാണ്. സെക്രട്ടറിയോ അസിസ്റ്റൻറു സെക്രട്ടറിയോ അവധിയിലായിരിക്കുകയാണെങ്കിൽ അവരുടെ പ്രസിഡണ്ടിനെ സമ്മതിക്കേണ്ടതും ആ കാലത്തിനിടയിൽ സംഘം ജോലി കമ്മിററിയിലെ ഒന്നോ അധികമോ മെമ്പറന്മാരെക്കൊണ്ടു നടത്തുവാൻ ഏർപ്പാടുചെയ്യേണ്ടതാകുന്നു.

൨൪. സംഘത്തിലേക്കു എല്ലാ പണത്തിനാകും രസീതുകഠ കൊടുക്കണം. മെമ്പറന്മാർ അടയ്ക്കുന്ന പണത്തിനു കൊടുക്കുന്ന രസീതു കമ്മിററികൾ നിശ്ചയിക്കുന്ന പ്രസിഡണ്ടോ, സെക്രട്ടറിയോ, അസിസ്റ്റൻറു സെക്രട്ടറിയോ ഒപ്പിട്ടിരിക്കണം, മെമ്പറന്മാരിൽ നിന്നോ അന്യന്മാരിൽനിന്നോ കടമായി വാങ്ങുന്ന എല്ലാ പണങ്ങഠക്കും കൊടുക്കുന്ന രസീതോ കയ്പീതോ കമ്മിററിയിലെ രണ്ടു മെമ്പറന്മാർകൂടി ഒപ്പിട്ടിരിക്കേണ്ടതും അവരിൽ പ്രസിഡണ്ടും സെക്രട്ടറിയും ഉഠപ്പെട്ടിരിക്കേണ്ടതും ആകുന്നു.

൨൫. കമ്മിററിക്കാർ പരസ്പരസഹായസംഘം ക്ലോസ് -ാം വകുപ്പു പ്രകാരം നിശ്ചയിച്ചിട്ടുള്ളതും രജിസ്ട്രാർ അപ്പഴപ്പോഠം നിശ്ചയിക്കുന്ന ചട്ടങ്ങഠപ്രകാരം ഉള്ളതുമായ കണക്കുകളും രജിസ്റ്ററുകളും [illegible] രജിസ്ട്രാർ അയയ്ക്കുന്ന ആധാരം ഉത്തരവുകളോ ഇൻസ്പെക്ഷൻ നോട്ടുകളോ അവ കിട്ടിയ തീയതിമുതൽ ഒരു മാസത്തിനകം സംഘത്തിന്റെ പൊതുയോഗത്തിൽ വായിക്കേണ്ടതും രജിസ്ട്രാർ അവർകളുമായി എഴുത്തുകുത്തുകഠ നടത്തേണ്ടതും സംഘത്തിനെ സംബന്ധിച്ച എല്ലാ കാര്യങ്ങളും നടത്തേണ്ടതും ആകുന്നു.

൨൬. കമ്മിററിക്ക സംഘം പ്രവൃത്തികഠ നടത്തുന്നതിനു ആവശ്യമെന്നു തോന്നുന്ന ജീവനക്കാരെ നിയമിക്കാവുന്നതും നിയമിച്ച ജീവനക്കാരുടെ ശമ്പളത്തുകയും പൊതുയോഗം അനുവദിക്കുന്ന ബഡ്ജററ്സംഖ്യയിൽ കവിയാതെ ചെലവും നടത്താവുന്നതാകുന്നു. സെക്രട്ടറിക്കു ഓരോ ആവശ്യത്തിനു ഒരു തുകയിൽ അധികരിക്കാത്ത ഒരു സംഖ്യ തൽക്ഷണം ചെലവു ചെയ്യാവുന്നതാണ്.

൨൭. സംഘം ജീവനക്കാരുടെ പക്കൽനിന്നു ജാമ്യവും വാങ്ങേണ്ടതും അതിന്റെ സംഖ്യയും മാതിരിയും കമ്മിററിക്കാർക്ക തീർച്ചപ്പെടുത്താൻ അധികാരമുണ്ടായിരിക്കും.

൨൮. സംഘകാര്യങ്ങഠ നടത്തേണ്ടതിനു കമ്മിററിക്കാർക്ക ആക്ടിനും അതനുസരിച്ചുള്ള ചട്ടങ്ങളും ഈ നിബന്ധനകളും അനുസരിച്ചു ഉപനിബന്ധനകഠ ഉണ്ടാക്കുവാൻ അധികാരമുണ്ട്. ഈ ഉപനിബന്ധനകഠ സംഘം യോഗത്തിന്റെ മിനിട്ടുബുക്കിൽ ചേർക്കേണ്ടതും അതിന്റെ ഒരു പ്രതി പരസ്പരസഹായസംഘം രജിസ്ട്രാർ അവർകളുടെ അറിവിനായി അയയ്ക്കേണ്ടതുമാണ്.

൨൯. ൧൨-ാം നിബന്ധനയിൽ പ്രസ്താവിച്ച സംഗതിയിൽ ഒഴികെ കമ്മിററിക്കാർ പ്രതിഫലംകൂടാതെ ജോലിനടത്തേണ്ടതാണ്.

## പൊതുയോഗം.

൩൦. സംഘത്തിന്റെ ഭരണം സംബന്ധിച്ചുള്ള എല്ലാ സംഗതികളുടേയും അവസാന തീരുമാനത്തിനുള്ള അധികാരം മെമ്പറന്മാരുടെ പൊതുയോഗത്തിനായിരിക്കും. ആ പൊതുയോഗം സംഘത്തിന്റെ കാര്യങ്ങൾ നടത്തുവാൻ ആവശ്യമുള്ളപ്പോൾ ഒക്കെയും കൂടുകയും വേണം. പൊതുയോഗത്തിന്റെ തീരുമാനത്തിനു വിട്ടിട്ടുള്ളവയിൽ താഴെ വിവരിക്കുന്ന സംഗതികൾ പ്രധാനമായിട്ടുള്ളവയാകുന്നു.

(എ) കമ്മിററിക്കാരെ തെരഞ്ഞെടുക്കുകയും മാററുകയും ചെയ്ക.

(ബി) പരസ്പരസഹായസംഘം രജിസ്ട്രാർ അവർകൾക്ക അയക്കുന്ന വർഷാവസാനറിപ്പോർട്ട നിരൂപണം ചെയ്ക.

(സി) രജിസ്ട്രാർ അവർകളുടെ വർഷാവസാന കണക്കുപരിശോധന ഉത്തരവു വായിച്ചുനോക്കി വേണ്ടവിധം പ്രവൃത്തിക്കുക.

(ഡി) നടപ്പിലിരിക്കുന്ന ഈ നിബന്ധനയും ഭേദപ്പെടുത്തുകയോ ദുർബലപ്പെടുത്തുകയോ അതുകളെ പുതിയ ഒരു നിബന്ധനയുണ്ടാക്കുകയോ കൂടെ ചെയ്ക.

(ഇ) ഒരു മെമ്പറെ നീക്കുക.

(എഫ്) കമ്മിററിക്കാരുടെപേരിൽ മെമ്പറന്മാരിൽ വല്ലവരുമോ അല്ലെങ്കിൽ മെമ്പറായിരിക്കുന്നതിന അപേക്ഷകൊടുത്തിട്ടുള്ള ആരെങ്കിലുമോ കൊണ്ടുവരുന്ന ആവലാതിയെപ്പററി അന്വേഷിക്കുക.

(ജി) ഗവണ്മെൻറോ രജിസ്ട്രാർ അവർകളോ യൂണിയനോ നിശ്ചയിക്കുന്ന കണക്കുകൾ അയക്കുക.

(എച്ച്) സഹകരണ യൂണിയനിലേക്കോ, സെൻട്രൽബാങ്കിലേക്കോ, മററു ധനോത്തേജക സ്ഥാപനങ്ങളിലേക്കോ പ്രതിനിധികളെ തെരഞ്ഞെടുക്കുക.

(ഐ) സഹകരണ യൂണിയനോടോ, സെൻട്രൽബാങ്കിനോടോ മററു ധനോത്തേജക സ്ഥാപനങ്ങളോടോ സംഘത്തെ ചേർക്കുകയോ, ചേർത്തിട്ടുള്ളതു വേർപിരിക്കുകയോ ചെയ്ക.

൩൧. സംഘകാര്യങ്ങൾ നടത്തുന്നതിനു ആവശ്യമെന്നു വിചാരിക്കുമ്പോഴൊക്കെയും ഒരു പൊതുയോഗം കമ്മിററിക്കാർ വിളിച്ചുകൂട്ടാവുന്നതാണ്. എന്നാൽ പതിനഞ്ചിൽ അധികമായ മെമ്പറന്മാരുടെ അപേക്ഷയിന്മേലും രജിസ്ട്രാർ അവർകളുടെ ആവശ്യപ്രകാരവും സംഘത്തെ ചേർപ്പിച്ചിരിക്കുന്ന യൂണിയൻ സംഘത്തിലെ തീരുമാനപ്രകാരം അയച്ചിട്ടുള്ള ഭരണയോഗത്തിലെ ഒരു മെമ്പറുടെ ആവശ്യപ്രകാരവും പൊതുയോഗം വിളിച്ചുകൂട്ടേണ്ടതാണ്.

൩൨. പൊതുയോഗത്തിനു ഹാജരാകേണ്ടതു എല്ലാ മെമ്പറന്മാരുടെയും കടമയാകുന്നു. ഒരു പൊതുയോഗത്തിനു അവശ്യം ഹാജരായിരിക്കേണ്ട മെമ്പറന്മാരുടെ സംഖ്യ ൧൨-ൽ കുറയാത്തതായിരിക്കണം.

൩൩. പൊതുയോഗത്തിൽ പ്രസിഡണ്ട ഹാജരുള്ളപ്പോൾ പ്രസിഡണ്ടതന്നെ സഭാനാഥനായിരിക്കണം. ഹാജരില്ലാത്ത പക്ഷം, യോഗത്തിന് അവരുടെ ഇടയിൽനിന്ന് ഒരു മെമ്പറെ സഭാനാഥനായി തെരഞ്ഞെടുക്കാവുന്നതാണ്. ഹാജരുള്ള ഓരോ മെമ്പർക്കും ഓരോ വോട്ടുമാത്രമെ ഉണ്ടായിരിക്കയുള്ളു. ഹാജരായി വോട്ടുചെയ്യുന്ന മെമ്പർമാരുടെ വോട്ടുകളിൽ ഭൂരിപക്ഷപ്രകാരം എല്ലാകാര്യങ്ങളും തീർച്ചപ്പെടുത്തുന്നതാണ്. വോട്ടുകൾ തുല്യമായിരുന്നാൽ അഗ്രാസനാധിപതിയ്ക്കു രണ്ടാമതു ഒരു വോട്ടുകൂടി ഉണ്ടായിരിക്കുന്നതാണ്.

൩൪. സാധാരണയായി ഒരു പൊതുയോഗം കൂടുവാൻ മെമ്പർമാക്ക് ൩ ദിവസത്തെ നോട്ടീസു കൊടുക്കേണ്ടതാകുന്നു.

൩൫. ഒരു മെമ്പർ സംഘത്തെ വല്ലവിധത്തിലും വഞ്ചിക്കുകയോ അല്ലെങ്കിൽ അയാളുടെ സാധാരണനടത്തകൊണ്ട് സംഘത്തിന്റെ ഗുണത്തിന്നുവേണ്ടി അയാളെ നീക്കുന്നതു ആവശ്യമായിവരികയോ ചെയ്യുന്നപക്ഷം ആ വക മെമ്പറെ സംഘത്തിൽനിന്നു നീക്കുന്നതിന്നു പൊതുയോഗത്തിന്നു സ്വാതന്ത്ര്യമുണ്ടായിരിക്കും. നീക്കപ്പെട്ട ഒരു മെമ്പർക്ക് സംഘത്തിൽനിന്നു വല്ല പണവും കിട്ടുവാനുണ്ടായിരുന്നാൽ അയാളിൽനിന്നും സംഘത്തിന്നു ഈടാകുവാനുള്ളതു കഴിച്ചു ബാക്കി അയാൾക്കു കൊടുക്കുന്നതാകുന്നു. ഒരു മെമ്പറിൽനിന്നും ഈടാകുവാനുള്ള മുതൽ ഈടാക്കുന്നതിന്ന് സംഘം നിർബന്ധനടപടി നടത്താൻ ഇടയാക്കുകയാണെങ്കിൽ ആ കാരണത്തിന്മേൽ അയാളെ മെമ്പർസ്ഥാനത്തിൽനിന്നും നീക്കംചെയ്യാവുന്നതാണ്. ഒരു മെമ്പറെ നീക്കിയ സമയത്തിലുള്ള സംഘത്തിന്റെ കടത്തിന്നു ൩-ാമത്തെ നിബന്ധനയിൽ പറഞ്ഞിടത്തോളം ആ മെമ്പറുടെ ബാദ്ധ്യത അതിന്നു തള്ളിയതിന്നുശേഷം രണ്ടു കൊല്ലത്തേയ്ക്കു നിലനിൽക്കുന്നതാണ്.

൩൬. സംഘത്തിന്റെ സമീപമുള്ള ജോലി നടക്കുന്നതോ, രജിസ്ട്രാർ അവർകളാൽ മേലാൽ രജിസ്റ്റർചെയ്യപ്പെടുന്നതോ, ആയ ഏതെങ്കിലും ഒരു യൂണിയനിൽ സംഘത്തെ ചേർക്കുവാൻ പൊതുയോഗത്തിന്നു അധികാരമുണ്ടായിരിക്കുന്നതാണ്. മേൽപറഞ്ഞ യൂണിയന്റെ ചിലവിലേക്കായി ഓരോ ആണ്ടും സംഘം സമ്പാദിക്കുന്ന ലാഭത്തിന്റെ ൫ ശതമാനം ആഡിററു ഉത്തരവിന്നുശേഷം കൊടുക്കേണ്ടതാണ്. എന്നാൽ ഒരു കൊല്ലത്തിൽ ഇതിന്നായി കൊടുത്ത ആകെ സംഖ്യ ൧൫൦ ഉറുപ്പികയിൽ അധികരിച്ചുകൂടുന്നതല്ല. സംഘം ഏതെങ്കിലും യൂണിയനോടു ചേരുന്നതുവരെ ആണ്ടുതോറും ഉള്ള ഈ തുക ബാക്കി (ശിഷ്ടത്തി)ൽ അടയ്ക്കേണ്ടതാകുന്നു.

## വ്യാപാരം.

൩൭. നിർവാഹസംഘം അപ്പപ്പോൾ നിശ്ചയിക്കുന്ന സാമാനങ്ങൾ വാങ്ങി മൊത്തമായോ ചില്ലറയായോ കച്ചവടംചെയ്യാവുന്നതാണ്. എന്നാൽ ഏതെങ്കിലും ഒരു പുതിയ കച്ചവടത്തിൽ ഏർപ്പെടുന്നതിന്നു രജിസ്ട്രാർ അവർകളുടെ മുൻഅനുവാദം വാങ്ങിയിരിക്കേണ്ടതാണ്.

൩൮. എല്ലാവില്പനകളും സംഘങ്ങൾക്കുമാത്രവും രൊക്കവിലയ്ക്കും നടത്തുന്നതാണ്.

(എ) മതിയായ ഉറപ്പുവാങ്ങിയതിന്നുശേഷം അംഗവുമായി പറ്റുവരവു ഏർപ്പാട്ടു കമ്മററിക്കു അനുവദിക്കാവുന്നതാകുന്നു, ഇപ്രകാരമുണ്ടാകുന്ന വായ്പ രണ്ടുമാസകാലത്തിനകം അടച്ചുതീർത്തിരിക്കേണ്ടതാണ്. (ഇതിലേയ്ക്കു പ്രത്യേകം ഉപനിബന്ധനയുണ്ടാക്കി രജിസ്ട്രാർ അവർകൾക്കു അയച്ചു അനുവാദംവാങ്ങിയതിന്നുശേഷം മാത്രം നടപ്പിൽവരുത്തേണ്ടതാകുന്നു.)

൩൯. ൧൧൧൨-ലെ ൭-ാം ആക്ടു് അനുസരിച്ചു രജിസ്റ്റർചെയ്യപ്പെട്ടിട്ടുള്ളതായ ഏതെങ്കിലും പരസ്പരസഹായസംഘത്തോടു അതിലെ അംഗങ്ങളുടെ വകയായ ഉല്പന്നങ്ങളേയോ ഇതരസാധനങ്ങളേയോ വിലക്കുവാങ്ങുകയോ ഈ സംഘംവക വിൽപനസാധനങ്ങൾ അവർക്കു വിൽക്കുകയോ ചെയ്യാവുന്നതാകുന്നു. എന്നാൽ അപ്രകാരംചെയ്യുന്നതിന്നു രജിസ്ട്രാർ അവർകളുടെ അനുവാദം വാങ്ങിയിരിക്കേണ്ടതും ആവക ഇടപാടുകൾ അദ്ദേഹത്തിന്റെ നിർദ്ദേശങ്ങൾക്കുൾപ്പെട്ടിരിക്കേണ്ടതും ആകുന്നു.

൪൦. മൂന്നുമാസത്തിലൊരിക്കൽ നിർവാഹസംഘം സ്റ്റോക്ക് തിട്ടപ്പെടുത്തേണ്ടതാണ്. ഇപ്രകാരം തിട്ടപ്പെടുത്തുമ്പോൾ പഴക്കത്തിനുള്ള വിലക്കുറവു അനുവദിക്കുന്നതിന്നു കമ്മററിക്കു അധികാരം ഉണ്ടായിരിക്കുന്നതാണ്.

## കൂട്ടായിവിലക്കുവാങ്ങലും വില്ക്കലും.

൪൧. (൧) മെമ്പറന്മാരുടെ കൃഷി ആവശ്യത്തിനും വീട്ടുവക ആവശ്യത്തിനും മററു വല്ല ആവശ്യങ്ങൾക്കും ഉള്ളതായ സാമാനങ്ങൾ ഒന്നായി കമ്മററിക്കാർക്കു വിലയ്ക്കു വാങ്ങാവുന്നതാണ്. എന്നാൽ അങ്ങനെ വാങ്ങുന്ന കാര്യത്തിനു സംഘം ഒരു ഏജൻറായി നില്ക്കുന്നതല്ലാതെ ഏർപ്പാടിൽ വല്ല നഷ്ടവും ഉണ്ടായാൽ അതിനു ഉത്തരവാദിയാകുന്നതല്ല. രൊക്കം പണംകൊടുപ്പാൻ കഴിയുന്നവർക്കോ അല്ലെങ്കിൽ ആ ആവശ്യത്തിനു സംഘത്തിൽനിന്നും കടം അനുവദിച്ചിട്ടുള്ള ഇടപാടുകാർക്കോ ആവശ്യമായ സാമാനങ്ങൾ മാത്രമേ വിലയ്ക്കു വാങ്ങിക്കൊടുക്കാവൂ. ഈ ഇടപാടുകളെ സംബന്ധിച്ചുള്ള കണക്കുകൾ രജിസ്ട്രാർ അവർകൾ തീർച്ചപ്പെടുത്തുന്ന ഫാറത്തിൽ എഴുതിവയ്ക്കേണ്ടതാകുന്നു. ഇപ്രകാരം വിലയ്ക്കു വാങ്ങുന്നതിനെ സംബന്ധിച്ചു ഉപനിബന്ധനകൾ രജിസ്ട്രാർ അവർകളുടെ സമ്മതത്തോടുകൂടെ കമ്മററിക്കാർക്ക് ഉണ്ടാക്കാവുന്നതാണ്.

(൨) മെമ്പറന്മാരുടെ അപേക്ഷപ്രകാരം അവരുടെ ഉല്പന്നങ്ങളെ കൂട്ടായി വില്പിച്ചുകൊടുക്കുന്നതിനു കമ്മററിക്കാർക്കു അധികാരമുള്ളതാകുന്നു. എന്നാൽ അങ്ങനെ വില്പിക്കുന്ന കാര്യത്തിൽ സംഘം മെമ്പറന്മാരുടെ ഒരു ഏജൻറായി മാത്രം നില്ക്കുന്നതും ഇടപാടിൽ ഉണ്ടാകുന്ന നഷ്ടങ്ങൾക്കു ബാദ്ധ്യത ഇല്ലാതിരിക്കുന്നതും ആകുന്നു.

### ചിട്ടി.

൪൨. രജിസ്ട്രാർ അവർകളുടെ മുൻകൂട്ടിയുള്ള അനുവാദം വാങ്ങി പരസ്യമാക്കിയ പ്രകാരമുള്ള സംഘത്തിന്റെ ചിട്ടികളിലുള്ള ഇടപാടുകളെ താഴെ പറയുംപ്രകാരം നിയന്ത്രിക്കണം.

(൧) ചിട്ടിയിലെ ലേലം (നറുക്ക്) കാര്യാലയത്തിൽവെച്ചു നടത്തണം.

(൨) ചിട്ടിയിൽ ചേർന്നിട്ടുള്ള ആൾസംഖ്യ രജിസ്ട്രാർ അവർകളുടെ അനുവാദപ്രകാരം കമ്മററിയുടെ നിശ്ചയമനുസരിച്ചു സെക്രട്ടറിക്കു (അതുപ്രകാരം തീർച്ചചെയ്യുന്നപക്ഷം കമ്മററിയിലെ ഒരു മെമ്പറിന്നോ) സംക്ഷേപമായി കൊടുക്കാം.

(൩) ബാക്കിയിരിക്കുന്ന പൊതുയോഗ നിശ്ചയപ്രകാരം ഒരു സംഖ്യ ഓരോ മെമ്പറും ഗഡുതോറും അടച്ചുതീർന്ന ഓഹരി സംഖ്യക്കു അനുസരിച്ചു മെമ്പറന്മാരുടെ ഇടയിൽ ചിട്ടപ്പണം വിഭാഗമായി നിശ്ചയിക്കാം. (ഓരോ ഓഹരിക്കു അടച്ചുതീർത്തതിന്മേൽ ചിട്ടപ്പണം ൧൦ ശതമാനം വീതത്തിൽ അധികരിപ്പാൻ പാടില്ല.

(൪) ചിട്ടത്തിൽ ഉള്ള ശേഷിപ്പിൽനിന്നു കൂടാതെ ഒരു സംഖ്യ പൊതുനന്മ ഫണ്ടായി നീക്കിവെയ്ക്കാം.

(൫) ഓരോ മെമ്പറും സംഘത്തിൽനിന്നു വാങ്ങിയ സംഖ്യയുടെ ക്രമമനുസരിച്ചു ബോണസ്സുവിഹിതിച്ചു കൊടുത്തതിന്റെ ശേഷം നീക്കിവെയ്ക്കാം. (ബോണസ്സിന്റെ അനുപാതം എത്രയെന്നു പൊതുയോഗം തീർച്ചപ്പെടുത്തണം.

(൬) ഒരു തുക നഷ്ടപരിഹാരഫണ്ടിലേക്ക്.

(൭) ഒരു തുക കെട്ടിടഫണ്ടിലേക്ക്.

വീതിക്കാത്ത ലാഭത്തിൽ ശേഷിക്കുന്ന സംഖ്യ, ധർമ്മത്തിലേക്കു ചെലവാക്കണം.

### കരുതൽധനം.

൪൩. രജിസ്ട്രാർ അവർകൾ നിർണ്ണയിക്കുന്ന പ്രകാരം കരുതൽധനത്തെ ഉറപ്പാക്കേണ്ടതാകുന്നു. അതുമുതൽ ഒന്നായി നിൽക്കുന്നതും പിരിച്ചുകൂടാത്തതുമാണ്. അതു സംഘത്തിന്റെ ബാദ്ധ്യതകളെയും വിചാരിക്കാതെ നേരിടുന്ന നഷ്ടങ്ങൾ തീർപ്പാനായി ഉപയോഗിക്കപ്പെട്ടിട്ടുള്ളതും ആകുന്നു. യാതൊരു മെമ്പർക്കും അതിൽ ഒരു പ്രത്യേകഓഹരിക്കു അവകാ

ശംപറഞ്ഞുകൂടാവുന്നതല്ല. രജിസ്ട്രാർഅവർകളുടെ അനുവാദം കൂടാതെ അതു ഉപയോഗപ്പെടുത്തിക്കൂടാത്തതുമാകുന്നു. സംഘംപിരിഞ്ഞുപോയാൽ കരുതൽമുതൽ അതിലെ അംഗങ്ങളുടെഇടയിൽ ഭാഗിച്ചുകൂടാത്തതും എന്നാൽ പൊതുയോഗത്തിന്റെ യുക്തപ്രകാരംവല്ല പൊതുജനോപകാരാർത്ഥം ഉപയോഗിക്കേണ്ടതും ആകുന്നു.

൪൪. സംഘാതിർത്തിയിൽനിന്നുംഏതെങ്കിലുംഒരുസ്ഥലത്തെ വേർപെടുത്തിആസ്ഥലത്തേയ്ക്കു പുതിയഒരു സംഘം രജിസ്റ്റർചെയ്യുന്നതിനു പൊതുയോഗം തീരുമാനിക്കയാണെങ്കിൽ സംഘത്തിന്റെ കരുതൽധനത്തിൽനിന്നും ഒരുഭാഗം ആപുതിയ സംഘത്തിലേയ്ക്കു കൈമാററം ചെയ്യുന്നതിനു ആപൊതുയോഗം തീരുമാനിക്കേണ്ടതും രജിസ്ട്രാർ അവർകളുടെ അനുവാദത്തോടുകൂടി കൈമാററംചെയ്യേണ്ടതും ആകുന്നു.

### ഭാഗം ൧൧.

൪൫. സഹകരണസംഘം രജിസ്ട്രാർ അവർകളുടെ മുൻകൂട്ടിയുള്ള അനുവാദംകൂടാതെ ഒരുനിബന്ധന ഭേദപ്പെടുത്തുകയോ, മാററുകയോ, ദുർബലപ്പെടുത്തുകയോ, ഒരുപുതിയനിബന്ധന ഏർപ്പെടുത്തുകയോ, ചെയ്തുകൂടാവുന്നതല്ല. നിബന്ധന മാററുകയോ ഭേദപ്പെടുത്തുകയോ ചെയ്യുന്നതു് സംഘംവാങ്ങിയ കടങ്ങൾക്കു മെമ്പറന്മാർക്കുള്ള ബാദ്ധ്യതയുടെ സ്വഭാവത്തേയും ആ ബാദ്ധ്യത ഏതുതരത്താലുള്ളതെന്നുള്ളതിനേയും സംബന്ധിച്ചായിരിക്കുമ്പോൾ ആമാററമോ ഭേദമോ ഗവണ്മെൻറുംകൂടി അനുവദിക്കുന്നതുവരെ സാധുവാകുന്നതല്ല.

൪൬. സംഘത്തിനും അതിലെ മെമ്പറന്മാർക്കും തമ്മിൽ തർക്കങ്ങൾ ഉണ്ടാകുന്നതായാൽ അതിനെപ്പററി സംഘം രജിസ്ട്രാർഅവർകൾക്കു റിപ്പോർട്ടുചെയ്യേണ്ടതും അതിന്മേൽ അദ്ദേഹത്തിന്റെ തീർപ്പ് അവസാനതീർപ്പായിരിക്കുന്നതും ആകുന്നു. അതുകൂടാതെ വല്ലചട്ടത്തേയോ അല്ലെങ്കിൽ വല്ല നിബന്ധനയേയോ വ്യാഖ്യാനിക്കുന്നകാര്യത്തിൽ വല്ല സംശയവുമുണ്ടാകുമ്പോൾ ആകാര്യത്തിൽ രജിസ്ട്രാർ അവർകളുടെ തീർച്ച അവസാനതീർച്ചയായിരിക്കുന്നതാകുന്നു.

൪൭. ആണ്ടുതോറും പരസ്പരസഹായവർഷാവസാനത്തിനുശേഷം,

(ക) കഴിഞ്ഞകൊല്ലത്തെ വരവുചെലവുകാണിക്കുന്ന ഒരുകണക്കും;

(ഖ) ആകൊല്ലം ഒടുവിലത്തെ നീക്കിയിരിപ്പുള്ളമുതലുകളും, നില്പുള്ള കടങ്ങളും കാണിക്കുന്ന ഒരുകണക്കും;

(ഗ) ആകൊല്ലത്തെ ലാഭനഷ്ടത്തെകാണിക്കുന്ന ഒരുകണക്കും;

(ഘ) ഖജിനസാമാനങ്ങളും സ്റ്റാക്കുരജിസ്റ്ററുമെന്നും സംഘത്തിൽനിന്നു തയാറാക്കി താമസംകൂടാതെ രജിസ്ട്രാർഅവർകൾക്കു അയക്കേണ്ടതാകുന്നു. രജിസ്ട്രാർ അവയെ പരിശോധിച്ചു തന്റെ ആഡിററു സർട്ടിഫിക്കററു കൊടുത്തതിനുശേഷം രജിസ്ട്രാർ അവർകൾ നിശ്ചയിക്കുന്നവിധത്തിൽ സംഘം ആ കണക്കുകൾ പ്രസിദ്ധപ്പെടുത്തുകയും വേണം.

൪൮. സംഘം കമ്മററിക്കാർ തമ്മിലാകട്ടെ മുമ്പു സംഘത്തിലെ മെമ്പറന്മാരായിരുന്നവർ തമ്മിലാകട്ടെ ഒരു മെമ്പർവഴിയായോ [illegible] ആൾവഴിയായോ അവകാശപ്പെടുന്ന ആളുകൾ തമ്മിലാകട്ടെ മെമ്പറോ മുമ്പുമെമ്പറായിരുന്ന ആളോ അതിനെഅവകാശപ്പെടുന്ന ആളുകളോ [illegible] കമ്മററിക്കാരും തമ്മിലാകട്ടെ സംഘത്തിന്റെ പ്രവൃത്തിയെപ്പററി ഒരു തർക്കം ഉണ്ടാകുന്നസംഗതിയിൽ ആ തർക്കം എഴുത്തുമൂലം വല്ല കക്ഷിക്കും രജിസ്ട്രാർ അവർകളുടെ തീർപ്പിന്നയക്കാം. ഇപ്രകാരംതന്നെ ഒരു മെമ്പറോ മുമ്പു മെമ്പറായിരുന്ന ആളോ ഒരു മെമ്പർവഴിയായോ മുമ്പ് മെമ്പറായിരുന്നആൾവഴിയായോ അവകാശപ്പെടുന്ന ആളുകളോ സംഘത്തിലേയ്ക്കു കൊടുക്കേണ്ടതായ വല്ല മുതലിനെപ്പററിയും ഒരു തർക്കമുണ്ടായാൽ ആവക തർക്കം കക്ഷികൾക്ക് എഴുത്തുമൂലം രജിസ്ട്രാർ അവർകളുടെ തീർപ്പിന്നയക്കണം. രജിസ്ട്രാർ അവർകൾ അങ്ങിനെയുള്ള ഒരു തർക്കത്തെ താൻതന്നെതീർപ്പുചെ

യ്ക്കയോ പരസ്പരസഹായസംഘം ൨൬-ാം വകുപ്പിലെ ൨-ാം പിരിവിൻപ്രകാരം ഒരു മദ്ധ്യസ്ഥനോ മദ്ധ്യസ്ഥന്മാർക്കോ തീർച്ചചെയ്‌വാൻ അയക്കുകയോ ചെയ്യാം. രജിസ്ട്രാർ അവർകളോ മദ്ധ്യസ്ഥനോ മദ്ധ്യസ്ഥന്മാരോ കല്പിക്കുന്നതീർപ്പ് ഒടുവിലത്തെതീർപ്പായിരിക്കുന്നതും അതിനെ സംഘം ഏതു സിവിൽകോർട്ടിന്റെ അതിർത്തിയിൽപെട്ടിരിക്കുന്നുവോ ആ കോർട്ടുമുഖാന്തിരം [illegible] ആജ്ഞപ്രകാരം നടപടി നടത്തുകയും ചെയ്യാവുന്നതാകുന്നു.

൯. സംഘംവക മുതൽ മോഷണംപോകയോ അല്ലെങ്കിൽ മററുവിധത്തിൽ നഷ്ടംവരികയോ ചെയ്താൽ അതു തിരിച്ചുകിട്ടുന്നതു സാദ്ധ്യമല്ലാതെവരുന്നപക്ഷം സംഘം സംഘടിപ്പിച്ചിരിക്കുന്ന യൂണിയന്റെയോ യൂണിയൻ ഇല്ലാത്തപക്ഷം രജിസ്ട്രാർ അവർകളുടെയോ അനുവാദത്തോടുകൂടി ആ തുക കണക്കിൽനിന്നു വെട്ടുന്നതിനു പൊതുയോഗത്തിനു തീരുമാനിക്കാവുന്നതാകുന്നു.

൧൦. സംഘത്തിനു ഒരു പൊതുമുദ്ര ഉണ്ടായിരിക്കണം.

(൧൦ എ) ഈ നിബന്ധനകൾക്കായി അതിൽ പറയുന്ന രൂപാ എന്നപദം ൨൮ ചക്രം ൮ കാശു വിലയുള്ള ഒരു ബ്രിട്ടീഷ്‌രൂപായായിരിക്കും.

൧൧. ഒരു മെമ്പറായി സ്വീകരിക്കപ്പെട്ട ആരും ഈ നിബന്ധനകളുടെ ഒരു പ്രതി പൊതുയോഗം നിശ്ചയിച്ച പ്രകാരമുള്ള വില കൊടുത്തു വാങ്ങേണ്ടതാണ്.

൧൨. പൊതുയോഗം നിശ്ചയിക്കുന്ന തുകയിൽ കൂടുതലായി സംഘത്തിലുണ്ടായിരിക്കാവുന്ന സകല നീക്കിയിരിപ്പുകളും അപ്പഴപ്പോൾ അഞ്ചൽ സേവിംഗ്സ്ബാങ്കിലോ മററു പരസ്പരസഹായ ബാങ്കുകളിലോ നിക്ഷേപിക്കേണ്ടതാകുന്നു. ഇപ്രകാരം നിക്ഷേപിക്കാതെ സംഘംവക മുതലുകൾ കൈവശംവച്ചുകൊണ്ടിരുന്നാൽ അങ്ങിനെ കൈവശം വച്ചുകൊണ്ടിരിക്കുന്നസംഖ്യയ്ക്കു കൈവശക്കാരനിൽനിന്നും ആണ്ടൊന്നുക്കു നൂററിനു ൧൮ വീതമുള്ള പലിശ ഈടാക്കുന്നതും പണാപഹരണത്തിനു മുറപ്രകാരമുള്ള ക്രിമിനൽനടപടികൾക്കു കൈവശക്കാരൻ വിധേയനാകുന്നതുമാണ്.

—ാം നമ്പർ

മാർക്കററിംഗ് സഹകരണ

സംഘ (ക്ലിപ്തം)ത്തിന്റെ പ്രത്യേക നിബന്ധനകൾ

൧. —ാം നമ്പർ

സഹകരണസംഘം (ക്ലിപ്തം) ൧൧൧൩-ലെ ൧൦-ാം നമ്പർ ആക്ട്പ്രകാരം ഒരു സഹകരണസംഘമായി രജിസ്റ്റർ ചെയ്യപ്പെട്ടിരിക്കുന്നു. അതിന്റെ മേൽവിലാസം

താലൂക്ക് പകുതി കര

അഞ്ചൽ ആഫീസ് എന്നായിരിക്കുകയും ചെയ്യും. അതിന്റെ പ്രവൃത്തികൾ ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... പകുതികളിൽ മാത്രം നടത്തുന്നതാകുന്നു.

൨. സംഘത്തിന്റെ ഉദ്ദേശങ്ങൾ.

(൧) മെമ്പറന്മാരുടെ ഇടയിൽ മിതവ്യയത്തെയും സ്വാശ്രയത്തെയും, സഹകാരിതയെയും സാധാരണയായി പ്രോത്സാഹിപ്പിക്കുക;

(൨) മെമ്പറന്മാരുടെ ഉല്പന്നങ്ങളുടെ ഉറപ്പിന്മേൽ അവർക്കു കടംകൊടുക്കുക;

(൩) മെമ്പറന്മാരുടെ ഉല്പന്നങ്ങൾ ഏജന്റു എന്ന നിലയിൽ വാങ്ങി ആദായകരമായി വിററഴിക്കുക;

(൪) മെമ്പറന്മാർക്കു കൃഷിസംബന്ധമായും വ്യവസായസംബന്ധമായും ഗൃഹസംബന്ധമായും ആവശ്യമുള്ള സാധനങ്ങൾ ഏജന്റു എന്ന നിലയിൽ വാങ്ങി വിതരണം ചെയ്യുക;

(൫) പണിക്കോപ്പുകൾ, യന്ത്രങ്ങൾ, നാല്ക്കാലികൾ, മുതലായവ വിലയ്ക്കുവാങ്ങി കൈവശം വച്ചു മെമ്പറന്മാർക്കു കൂലിക്കു കൊടുക്കുക;

(൬) കൃഷി, കൈത്തൊഴിൽ, നെയ്ത്തു മുതലായവയുടെ അഭിവൃദ്ധിക്കുവേണ്ടി നൂതനമായി കണ്ടുപിടിക്കപ്പെട്ടിട്ടുള്ള ഉപകരണങ്ങളുടെ ഗുണത്തെപ്പററി മെമ്പറന്മാരെ പറഞ്ഞു ധരിപ്പിച്ചു അവയെ വാങ്ങി ഉപയോഗിച്ചുനോക്കുവാൻ അവരെ ഉത്സാഹിപ്പിക്കുക;

(൭) മെമ്പറന്മാരുടെ ഇടയിൽ ഉണ്ടാകുന്നതോ, ഉണ്ടാകാവുന്നതോ ആയ വ്യവഹാരസാധ്യതകളെ മദ്ധ്യസ്ഥതയിൽ രാജിയാക്കിത്തീർക്കുക;

(൮) മെമ്പറന്മാർക്കു കടം കൊടുക്കുന്നതിനും മററും ആവശ്യമുള്ള ദ്രവ്യം മെമ്പറന്മാരുടെയും മററുള്ളവരുടെയും പക്കൽനിന്നും കടം വാങ്ങുക;

(൯) മെമ്പറന്മാരുടെ ഉല്പന്നങ്ങളെ ശേഖരിക്കുന്നതിനും വില്പിച്ചുകൊടുക്കുന്നതിനും ആവശ്യമുള്ള പണ്ടകശാലകൾ വാടകയ്ക്കു എടുക്കുകയോ സ്വന്തമായി ഉണ്ടാക്കുകയോ ചെയ്യുക;

(൧൦) മേൽപറഞ്ഞ ഉദ്ദേശസാദ്ധ്യങ്ങൾക്കു അനുസൃതമായ എല്ലാ പ്രവൃത്തികളും നടത്തുക ഇവയാകുന്നു.

൩. സംഘത്തിന്റെ പൊതുവായ കടങ്ങൾക്കു മെമ്പറന്മാർക്കുള്ള കടബാദ്ധ്യത അവർ എടുത്തിട്ടുള്ള ഓഹരി മുതലിന്റെ തുകയുടെ ക്രമമനുസരിച്ചു ക്ലിപ്തപ്പെട്ടതായിരിക്കും.

൪. സംഘത്തിന്റെ മൂലധനം ഇപ്രകാരം ഓരോ ഓഹരിക്കു ബ്രിട്ടീഷ് രൂപാ വീതം ഓഹരികളുള്ള ബ്രിട്ടീഷ് രൂപാ ആയിരിക്കും. ഓരോ ഓഹരിയുടെയും വിലസംഖ്യ ഓഹരി എടുക്കുന്നസമയം മുഴുവനുമായോ അല്ലാത്തപക്ഷം ഗഡുക്കളായോ അടയ്ക്കേണ്ടതാണ്. ഗഡുക്കളായി അടയ്ക്കുന്നപക്ഷം രൂപ ഓഹരി എടുക്കുന്ന സമയത്തും ബാക്കി സംഖ്യ അടുത്തമാസംമുതൽ മാസമൊന്നിനു
ചക്രം

രൂപാ വീതം അടുത്തമാസം ക്കോ അതിനുമുമ്പായോ അടയ്ക്കേണ്ട
ചക്രം

താകുന്നു. ഗഡുക്കളായി അടയ്ക്കുവാൻ തീർച്ചപ്പെടുത്തുന്നപക്ഷം ഒരു മെമ്പർക്കു ബാക്കി സംഖ്യ മുഴുവനുമോ അല്ലെങ്കിൽ അതിന്റെ ഒരംശമോ മുൻകൂറായി എപ്പോഴെങ്കിലും അടയ്ക്കാവുന്നതാണ്. ഒരു മെമ്പർ അടയ്ക്കേണ്ട സംഖ്യ അടയ്ക്കാതെ മൂന്നു ഗഡുക്കൾ തുടരെ വീഴ്ചവരുത്തിയാൽ ആ മെമ്പറെ സംഘത്തിൽനിന്നും നീക്കാവുന്നതും അതുവരെ അടച്ചിട്ടുള്ള ഓഹരിസംഖ്യ അയാൾക്കു തിരികെ കിട്ടുവാൻ അവകാശമില്ലാത്തതും ആയതു ആണ്ടവസാനത്തിൽ സംഘത്തിന്റെ കെട്ടിടഫണ്ടിലേയ്ക്കു ചേർക്കുന്നതുമാകുന്നു. നിശ്ചിതതീയതിക്കു ഓഹരി അടയ്ക്കാത്തപക്ഷം ഓഹരിഒന്നിനു മാസത്തിൽ നാലു കാശുവീതം പിഴ വസൂലാക്കുന്നതും അപ്രകാരം വീഴ്ചവരുത്തുന്ന ആൾക്കു ഓഹരി അടയ്ക്കുന്നതുവരെ മെമ്പറുടെ അവകാശങ്ങൾ തീരെ നിന്നുപോകുന്നതുമാകുന്നു.

൫. ൧൮ വയസ്സു കഴിഞ്ഞിരിക്കയും സ്വബുദ്ധിയുണ്ടായിരിക്കയും ഒന്നാമത്തെ പ്രത്യേക നിബന്ധനയിൽ പറഞ്ഞ പ്രദേശത്തു പാർത്തുവരികയും ചെയ്യുന്ന വല്ലയാളും ഒരു മെമ്പറായി ചേരുവാൻ യോഗ്യനായിരിക്കും. എങ്ങനെയാണെങ്കിലും മെമ്പറായി ചേരുവാൻ തനിക്കു അവകാശമുണ്ടെന്നു യാതൊരാൾക്കും നിർബന്ധിക്കാവുന്നതല്ല.

൬. സംഘത്തിൽ ചേരുന്നതിനും ഓഹരികൾ കിട്ടുന്നതിനും ഉള്ള അപേക്ഷകൾ ആവശ്യത്തിനായി നിശ്ചയിച്ചിട്ടുള്ള ഫാറത്തിൽ എഴുതി സെക്രട്ടറിക്കു അയക്കേണ്ടതും ആയതു കമ്മററിക്കാരുടെ തീർച്ചക്കധീനപ്പെട്ടതുമാകുന്നു. കാരണം പറയാതെ അപേക്ഷകളെ തള്ളുന്നതിനുള്ള അധികാരം കമ്മററിക്കുണ്ടായിരിക്കുന്നതാകുന്നു.

൭. ഓരോ മെമ്പറും കുറഞ്ഞപക്ഷം ഓരോ ഓഹരിഎങ്കിലും എടുക്കേണ്ടതും എന്നാൽ യാതൊരു മെമ്പറും ഓഹരികളിൽ അധികംഎടുക്കുവാൻ പാടില്ലാത്തതുമാ

കുന്നു. ഓരോ മെമ്പരും ഓഹരി എടുക്കുന്നസമയം അയാൾ എടുത്തിട്ടുള്ള ഓരോ ഓഹരിക്കും ചക്രം പ്രവേശനഫീസു അടക്കണം എന്നാൽ, ന്നുമേൽ മുതൽക്കുള്ള ഓരോ ഓഹരിക്കും ചക്രംവീതം പ്രവേശനഫീസടക്കണം.

൮. യാതൊരു മെമ്പരും അയാൾ എടുത്തിട്ടുള്ള ഓഹരികളെ ൫ കൊല്ലത്തിനുള്ളിൽ മടക്കിവാങ്ങുവാൻ അർഹിക്കുന്നതല്ല. എന്നാൽ ഓഹരി മടക്കികിട്ടേണ്ടതിനുള്ള അപേക്ഷ കൊടുത്തതിനു ൬ മാസത്തിനു ശേഷവും, രണ്ടാമതു സംഘത്തിലെയ്ക്കു അയാൾ അടയ്ക്കേണ്ട കടംവാങ്ങലുകൾ ഒന്നും മടക്കി അടപ്പാൻ ബാക്കിയില്ലാതിരിക്കുകയും ചെയ്യുന്നപക്ഷം കമ്മററിക്കാരുടെ അനുമതിയോടുകൂടി ആ [illegible] ഒരു മെമ്പർക്കു ഓഹരി മടക്കികൊടുക്കാവുന്നതാകുന്നു. ഏതെങ്കിലും ഒരു കൊല്ലത്തിൽ ഇപ്രകാരം മടക്കികൊടുക്കുന്ന ആകെ ഓഹരിസംഖ്യ ആ കൊല്ലം ആരംഭത്തിൽ സംഘത്തിലുണ്ടായിരുന്ന ആകെ ഓഹരിമുതലിന്റെ പത്തിലൊന്നിൽ കവിയാതിരിക്കണം. ഈ നിബന്ധനപ്രകാരം ഒരു മെമ്പർ വിട്ടുപോകുമ്പോൾ അയാൾ യഥാർത്ഥത്തിൽ അടച്ച ഓഹരിസംഖ്യയും അതിന്മേൽ ലാഭപ്പങ്കായി മെമ്പർക്കു കൊടുപ്പാനുള്ള വല്ല ഡിവിഡന്റും ഉണ്ടെങ്കിൽ അതും സംഘം മടക്കികൊടുക്കേണ്ടതാണ്.

൯. ൧-ാമത്തെ നിബന്ധനയിൽ വ്യവസ്ഥപ്പെടുത്തിയ അതിർത്തി വിട്ടു താമസമാക്കിയതിനാലോ മറ്റു വല്ല കാരണത്താലോ ഒരു മെമ്പർക്കു മെമ്പറായിരിപ്പാനുള്ള യോഗ്യത പൊയ്പ്പോകുന്നപക്ഷം അയാളുടെ പേർ മെമ്പറന്മാരുടെ പട്ടികയിൽനിന്നും നീക്കംചെയ്യേണ്ടതും, അയാൾ അടച്ചിട്ടുള്ള ഓഹരിസംഖ്യയും ഡിവിഡന്റുവല്ലതും ഉണ്ടെങ്കിൽ അതുംകൂട്ടിയ തുകയിൽനിന്നു സംഘത്തിലേയ്ക്കു അയാൾ തരേണ്ടുവല്ലതും അടയ്ക്കേണ്ടതുണ്ടെങ്കിൽ അതുകഴിച്ചു ബാക്കിയുള്ളതും ഒരു ന്യായമായ അവധിക്കുള്ളിൽ മടക്കികൊടുക്കേണ്ടതും ആകുന്നു.

൧൦. (൧) ഒരു മെമ്പർ മരിച്ചുപോയാൽ അയാളുടെ മെമ്പർസ്ഥാനം തന്നിമിത്തം നിന്നുപോകുന്നതാകുന്നു.

(൨) എ, സംഘത്തിലെ ഓരോ മെമ്പരും സംഘത്തിലുള്ള തന്റെ ഓഹരിയെയൊ, അവകാശത്തെയൊ തന്റെ മരണശേഷം പിൻതുടരുവാൻ വല്ല ആളെയും പേർപറഞ്ഞു നിയമിക്കാവുന്നതാകുന്നു. മെമ്പർ മരിച്ചുപോകുമ്പോൾ അപ്രകാരം ചെയ്ത നിയമനത്തെ സംഘം സാധുവാക്കണം.

എന്നാൽ,

i. മരിച്ചുപോയ മെമ്പർ മേൽപ്രകാരം നിയമിക്കുമ്പോൾ ആ നിയമിച്ച വിവരത്തിനു രണ്ടു സാക്ഷികളുടെ എങ്കിലും മുമ്പാകെ വച്ചു പത്രത്തിൽ ആ ആൾ ഒപ്പിട്ടിരിക്കയും ആ സാക്ഷികൾ ആ വിവരത്തിനു അതിൽ ഒപ്പിട്ടിരിക്കയും വേണം.

ii. ആ വക നിയമനങ്ങൾ രജിസ്റ്റർചെയ്യാനായി സംഘം വച്ചിരിക്കുന്ന പുസ്തകങ്ങളിൽ ആ നിയമനത്തെ പതിച്ചിരിക്കണം.

iii. മേൽപറഞ്ഞ നിയമിക്കപ്പെട്ട ആൾ ൧൧-ാമത്തെ പ്രത്യേകനിബന്ധനയനുസരിച്ച് ഒരു മെമ്പറായി മുമ്പുതന്നെ ചേർക്കപ്പെട്ടിട്ടുണ്ടായിരിക്കയൊ, അല്ലാത്തപക്ഷം പിന്നെ ചേർക്കപ്പെടുകയൊ ചെയ്തിരിക്കണം.

ബി. മരിച്ചുപോയ ഒരു മെമ്പർ അയാളുടെ അവകാശിയായി സംഘത്തിൽ അയാളുടെ ഓഹരിക്കൊ, മററു സ്വത്തിനൊ, ആരേയും നിശ്ചയിച്ചിട്ടില്ലാത്തപക്ഷം അയാളുടെ പിന്തുടർച്ചാവകാശിക്കൊ അല്ലെങ്കിൽ അയാളുടെ അവകാശം നിയമപ്രകാരം സിദ്ധിച്ചിട്ടുള്ള മററു വല്ലവർക്കുമൊ, അല്ലെങ്കിൽ മേൽപറഞ്ഞവർ ഒരു മാസത്തിനുള്ളിൽ നിയമിക്കുന്ന മററു വല്ലവർക്കുമൊ, ഈ അവകാശം ഇരിക്കുന്നതാണ്. എന്നാൽ അങ്ങിനെയുള്ള പിന്തുടർച്ചാവകാശിയേയൊ, നിയമപ്രകാരം അവകാശം സിദ്ധിച്ചിട്ടുള്ള ഒരാളേയൊ അല്ലെങ്കിൽ ഇവരാൽ നിയമിക്കപ്പെട്ട വേറെ ഒരാളേയൊ ൧൧-ാം പ്രത്യേകനിബന്ധനയിൽ പറഞ്ഞപ്രകാരം കമ്മററിക്കാർ സംഘത്തിലെ ഒരു മെമ്പരായി സ്വീകരിച്ചിരിക്കുകയൊ സ്വീകരിക്കുകയൊ ചെയ്തിരിക്കണം.

സി. മരിച്ചുപോയ മെമ്പർക്കു എ. ബി. ഈ പിരിവുകളിൽ പറഞ്ഞപ്രകാരം മെമ്പർസ്ഥാനത്തിനു യോഗ്യതയുള്ള അവകാശികൾ ഇല്ലാത്തപക്ഷം സംഘം അയാളുടെ മരണസമയത്തു അയാൾക്കുള്ള ഓഹരിസംഖ്യയേയും മററു അയാൾക്കു സംഘത്തിലുള്ള സ്വത്തുക്കളേയും സംഘനിബന്ധനകൾ അനുസരിച്ചു അയാൾ നിയമിച്ചു ആൾക്കൊ പിന്തുടർച്ചാവകാശികൾക്കൊ അല്ലാത്തപക്ഷം അയാളുടെ അവകാശം നിയമപ്രകാരം സിദ്ധിച്ചിട്ടുള്ള മററു വല്ലവർക്കുമൊ കൊടുക്കുന്നതാകുന്നു.

൪൪. (൧) മെമ്പറായിരുന്ന ഒരാൾ മെമ്പർസ്ഥാനം ഒഴിഞ്ഞുപോയ തിയ്യതിക്കു സംഘം കൊടുക്കേണ്ടതായ കടങ്ങൾക്കു ൬-ാമത്തെ പ്രത്യേക നിബന്ധനയിൽപറഞ്ഞിടത്തോളമുള്ള അയാളുടെ ബാദ്ധ്യത ആ തിയ്യതിമുതൽ രണ്ടു സംവത്സരകാലത്തേക്കു നിലനിൽക്കുകയും ചെയ്യും.

൨. മരിച്ചുപോയ ഒരു മെമ്പറുടെ സ്വത്ത് അയാൾ മരിച്ചകാലത്തു സംഘത്തിനുണ്ടായിരുന്ന പൊതുവായ കടത്തിനു അയാളുടെ മരണശേഷം രണ്ടുകൊല്ലത്തേക്കു ൬-ാമത്തു നിബന്ധനയിൽ പറഞ്ഞപ്രകാരം ബാദ്ധ്യതപ്പെട്ടിരിക്കുകയും ചെയ്യും.

൪൫. യാതൊരു മെമ്പറേയും കമ്മററിക്കാരുടെ അനുമതികൂടാതെ അയാൾ എടുത്തിട്ടുള്ള ഓഹരിയെയോ, ഓഹരികളെയോ കൈമാററം ചെയ്യുവാനൊ, കടത്തിൽപെടുത്തുവാനോ അനുവദിക്കുന്നതല്ല.

൪൬. ഒരു മെമ്പർ തനിക്കുള്ള ഓഹരികളുടെ എണ്ണം ൭-ാമതു നിബന്ധനയിൽ പറഞ്ഞിട്ടുള്ള ഓഹരി എന്ന ക്ലിപ്തത്തിൽ കവിയാതിരിക്കത്തക്കവണ്ണം കമ്മററിക്കാരുടെ അനുമതിയോടുകൂടി എപ്പോഴെങ്കിലും വർദ്ധിപ്പിക്കാം. എന്നാൽ യാതൊരു മെമ്പറേയും അയാൾ എടുത്തിട്ടുള്ള ഓഹരികളുടെ എണ്ണം അയാൾ ചേർന്നതിന്റെശേഷം കൊല്ലത്തിനുള്ളിൽ കുറയ്ക്കുവാനായി അനുവദിച്ചുകൂടുന്നതല്ല.

## ഡിപ്പാസിററുകൾ.

൪൭. കമ്മിററിക്കാരുടെ യുക്തംപോലെ എപ്പോഴെങ്കിലും മെമ്പർമാരുടെയോ, മെമ്പരന്മാരല്ലാത്തവരുടെയോ പക്കൽനിന്നു ഡിപ്പാസിററുകൾ വാങ്ങാവുന്നതാണ്.

൪൮. ഡിപ്പാസിററുകൾ സ്വീകരിക്കുന്നതിൽ മെമ്പരല്ലാത്തവരിൽ നിന്നുള്ള ഡിപ്പാസിററിനെക്കാൾ മെമ്പരന്മാരിൽനിന്നുള്ള ഡിപ്പാസിററുകൾക്കു പ്രാധാന്യത കൊടുക്കുന്നതാണ്.

൪൯. ഡിപ്പാസിററുകൾ വിധം ഉണ്ടായിരിക്കുന്നതാണ്.

(എ) ഫിക്‌സഡ്
(ബി) റക്കറിങ്
(സി) സേവിംഗ്സ്
(ഡി) കറൻറ്
(ഇ) ഭണ്ഡാരം
(എഫ്) കെട്ടുതെങ്ങ്

### (എ) ഫിക്‌സഡ് ഡിപ്പാസിററ്.

ഒരു നിശ്ചിതകാലാവധിക്കു ഒരു നിശ്ചിതസംഖ്യ നിക്ഷേപമായി സംഘത്തിൽ വെക്കുന്നതായാൽ ആയതു ഒരു ഫിക്‌സഡ് ഡിപ്പാസിററെന്നോ സ്ഥിരനിക്ഷേപമെന്നോ പറയപ്പെടും. യാതൊരു ഫിക്‌സഡ് ഡിപ്പാസിററും ഒരു ഉറുപ്പികയുടെ അംശമായിട്ടൊ മൂന്നു മാസത്തിൽ കുറഞ്ഞ ഒരു കാലത്തേക്കൊ കൈക്കൊണ്ടുകൂടുന്നതല്ല. ഫിക്‌സഡ് ഡിപ്പാസിററുകളിന്മേൽ പലിശ സാധാരണയായി ചട്ടത്തിൽ ൪൦-ാം ആറിൽ കവിയാത്ത നിരക്കുകളിൽ കണക്കാക്കണം. ഫിക്‌സഡ് ഡിപ്പാസിററുകളിന്മേലുള്ള പലിശ ആണ്ടുതോറുമൊ, പ്രത്യേക വ്യവസ്ഥകൾ ഉണ്ടായിരുന്നാൽ അതനുസരിച്ചു ക്ലിപ്തപ്പെടുത്തുന്ന കാലാവധിക്കൊ കൊടുക്കാവുന്നതാകുന്നു. ഫിക്‌സഡ് ഡിപ്പാസിററുകളിന്മേലുള്ള

പലിശ ആ ഡിപ്പാസിററ എത്ര കാലത്തേക്കു വച്ചിരിക്കുന്നുവോ ആ കാലംകഴിഞ്ഞാൽ നിന്നുപോകുന്നതാകുന്നു. എന്നാൽമൂന്നുമാസത്തിൽകുറയാതെ പിന്നെയും ഒരു കാലത്തേക്കു ആ ഡിപ്പാസിററ പുതുക്കുവാനുള്ള ആഗ്രഹത്തെപ്പററി എഴുത്തുമൂലമായ അറിയിപ്പു ആദ്യത്തെ അവധികഴിയുന്നതിനുമുമ്പെ സംഘം ആഫീസിൽ കിട്ടിയാൽ അങ്ങിനെ പലിശ നിന്നുപോകുന്നതും അല്ല.

### (ബി) റക്കറിങ് ഡിപ്പാസിററ്.

റക്കറിങ് ഡിപ്പാസിററ എന്നതു് ൧൨, ൨൪, ൪൫, ൮൪, ൧൩൨ ഈ മാസക്കാലത്തേക്കു ഒരു നിശ്ചിത സംഖ്യ, ഒരു രൂപയോ അതിന്റെ ക്ലുപ്തമായ ഒരു പെരുക്കമോ ഒരു അംശമോ മാസംതോറും സംഘത്തിലേക്കു അടപ്പാൻ ഏല്ക്കുന്ന ഒരാൾ ചെയ്യുന്ന ഒരു നിക്ഷേപമാകുന്നു. ൧൨, ൨൪, ൪൫, ൮൪, ൧൩൨ ഈ മാസക്കാലത്തേക്കു മാസംപ്രതി ഓരോരൂപ അടയ്ക്കുന്ന ഒരു ഡിപ്പാസിററുകാരനു യഥാക്രമം ൧൪, ൨൬, ൪൭, ൮൬, ൧൩൪ ഈ മാസങ്ങൾ അവസാനിക്കുന്നതിനു മുമ്പായി ൧൨ രൂ. ൧൧ ച. ൧൪ കാ., ൨൫ രൂ. ൧൪ ച. ൪ കാ., ൫൦ രൂ. ൦ ച. ൦ കാ., ൧൦൨ രൂ. ൧൪ ച. ൪ കാ., ൧൮൦ രൂ. ൧൪ ച. ൪ കാശു ക്രമപ്രകാരം കിട്ടുന്നതും ഈ സംഖ്യയിൽ രൂപ ൧൨, ൨൪, ൪൫, ൮൪, ൧൩൨ ഇവ അസൽമുതൽ തിരികെ കൊടുത്തതായി കണക്കിൽ ചിലവു് എഴുതുന്നതും ബാക്കി സംഖ്യ അതാതു സംഖ്യകളിന്മേലുള്ള പലിശയായി കണക്കു വെയ്ക്കുന്നതും ആകുന്നു. മാസംതോറും കൊടുക്കേണ്ടതായ ഡിപ്പാസിററ സംഖ്യ അതു ഏതുമാസത്തേക്കു ഉള്ളതോ ആ മാസാവസാനത്തിനുമുമ്പായി അടയ്ക്കേണ്ടതും അടയ്ക്കുവാൻ ബാക്കിയായ വരുന്ന ഓരോ രൂപയ്ക്കു അതിന്റെ അംശത്തിനോ ഒരു രൂപായ്ക്കു മാസത്തിൽ ൧ കാശു പ്രകാരം ഉണ്ടാകുന്ന പിഴ ചുമത്തുന്നതാകുന്നു. ഒരു റക്കറിങ് ഡിപ്പാസിററർ അയാൾ ൪ മാസക്കാലത്തേക്കു അടയ്ക്കേണ്ട സംഖ്യ ബാക്കിയാക്കിയാൽ അയാളുടെ ഡിപ്പാസിററു കണക്കു ഉടനെ അവസാനിപ്പിക്കുന്നതാകുന്നു. എന്നാൽ കമ്മററിക്കാർക്കു യുക്തംപോലെ കുടിശികവർത്തിയകാലത്തേക്കു മേൽപറഞ്ഞ ക്രമത്തിനുള്ള പിഴ ഈടാക്കി ഡിപ്പാസിററ കണക്കു തുടർന്നുകൊണ്ടുപോകുന്നതിനോ അല്ലെങ്കിൽ ഡിപ്പാസിററ വീഴ്ചകൂടാതെ ഒരു വർഷത്തിൽ കുറയാതെ എങ്കിലും അടച്ചിട്ടുള്ള പക്ഷം മുൻ വിവരിച്ചിട്ടുള്ള പലിശ ക്രമത്തിന്റെ ൨/൩ ഭാഗത്തിൽ കവിയാത്ത നിരക്കിനുള്ള പലിശസഹിതം ഡിപ്പാസിററർ യഥാർത്ഥത്തിൽ അടച്ച സംഖ്യ മടക്കിക്കൊടുക്കുന്നതിനോ അധികാരമുണ്ടായിരിക്കുന്നതാകുന്നു. ഈ വക സംഖ്യ ഡിപ്പാസിററുകാരനിൽനിന്നു സംഘത്തിലേക്കു കിട്ടേണ്ടുന്ന വല്ല സംഖ്യയിലേക്കും വരവുവെച്ചു പിടിക്കാൻ സംഘത്തിനു സ്വാതന്ത്ര്യമുണ്ടായിരിക്കുന്നതുമാകുന്നു. ഈ സംഗതിയിൽ ഈ നിബന്ധനപ്രകാരം ചുമത്തുന്ന പിഴ വിട്ടുകൊടുക്കപ്പെടുന്നതാകുന്നു. കമ്മററിക്കാരുടെ അനുമതിയോടുകൂടി ഒരു ഡിപ്പാസിററിന്റെ രീതിയെ ഈ നിബന്ധനയിൽ പ്രസ്താവിച്ച വേറൊരു ഡിപ്പാസിററിന്റെ രീതിയായിമാററുവാൻ ഒരു റക്കറിങ് ഡിപ്പാസിററുകാരനു കഴിവുള്ളതാകുന്നു.

### സി. സേവിംഗ്സ് ഡിപ്പാസിററ്.

(i) ഏതൊരാൾക്കും സംഘത്തിൽ ഒരു സേവിംഗ്സ് ഡിപ്പാസിററു കണക്കു വയ്ക്കുവാൻ കമ്മററിക്കാർക്കു അനുവദിക്കാം. ഒരാൾക്കു ചുരുങ്ങിയതു അയാളുടെ കണക്കിൽ രൂപ ൫ ഉണ്ടായിരിക്കേണ്ടതും ഒരു കൊല്ലത്തിൽ ഒരു ഡിപ്പാസിററരുടെ പക്കൽനിന്നു സ്വീകരിക്കാവുന്ന കൂടുതൽ സംഖ്യ ൧൦൦൦ രൂപാ ആയിരിക്കുന്നതും യാതൊരു സമയത്തും ഒരു ഡിപ്പാസിററരുടെ വകയായി ൨൦൦൦ രൂപായിൽ അധികരിച്ച സംഖ്യ ഉണ്ടായി കൂടാത്തതുമാകുന്നു.

(ii) സേവിംഗ്സ് ഡിപ്പാസിററിന്മേൽ പലിശ മാസത്തിൽ എന്തെങ്കിലും ഒരു തീയതിക്കു ബാക്കിനിൽപ്പുള്ള ഏററവും ചുരുങ്ങിയ ഡിപ്പാസിററ സംഖ്യയിന്മേൽ രൂപ

പ്യക്കു ൨ കാശുവീതം കണക്കാക്കുന്നതാണ്. ഒരു ഡിപ്പാസിററർ പണം മടക്കി എടുക്കുവാൻ ദിവസത്തെ നോട്ടീസ് സാധാരണയായി കൊടുക്കണം. ഒരാഴ്ചയിൽ അഞ്ഞൂറു ഉറുപ്പായിൽ അധികം മടക്കി എടുത്തുകൂടാത്തതും ആകുന്നു.

(iii) കമ്മററി നിശ്ചയിക്കുന്ന വില ചുമത്തി ഓരോ പാസ്സ്ബുക്ക് സേവിംഗ്സ് ഡിപ്പാസിററു വയ്ക്കുന്നവക്കു കൊടുക്കപ്പെടും.

## ഡി. കറണ്ട ഡിപ്പാസിററ്.

(i) ഏതു തരക്കാരെയും സംഘത്തിൽ കറണ്ട ഡിപ്പാസിററു വയ്ക്കുവാൻ കമ്മററിക്കാർക്ക് അനുവദിക്കാം. കറണ്ട ഡിപ്പാസിററിന്മേൽ മാസത്തിൽ ഏതെങ്കിലും ഒരു തീയതിക്കു ബാക്കി നിൽപ്പുള്ള ഏററവും ചുരുങ്ങിയ ഡിപ്പാസിററു സംഖ്യയിന്മേൽ മാസത്തിൽ ഉറുപ്പ്യക്കു ൧ കാശുപ്രകാരം ഉണ്ടാകുന്ന പലിശ കണക്കാക്കപ്പെടും.

(ii) കമ്മിററി നിശ്ചയിക്കുന്ന വില ചുമത്തി ഓരോ പാസ്സ്ബുക്കു കറണ്ട ഡിപ്പാസിററു വയ്ക്കുന്നവക്കു കൊടുക്കപ്പെടും.

## ഇ. ഹോംസേഫ് ഡിപ്പാസിററ് (ഭണ്ഡാരനിക്ഷേപം)

ഒരു ഹോംസേഫ് ഡിപ്പാസിററു എന്നതു ഒരു ഹോംസേഫിൽ അതായതു ഒരു ഭണ്ഡാരത്തിൽ അല്ലെങ്കിൽ ഒരു കശേത്തിൽ തനിക്കു ചിലവു കഴിച്ചു ഉണ്ടാകുന്ന സംഖ്യ സൌകര്യം ഉള്ളപ്പോഴൊക്കെ ഇടുവാനും ഈ വിധം ഉണ്ടാകുന്ന സംഖ്യ മാസംതോറും ൧൨ മാസക്കാലത്തോളം സംഘത്തിൽ അടപ്പാനോ ഏററു ഒരാൾ വയ്ക്കുന്ന ഒരു നിക്ഷേപമാകുന്നു. ഒരു മാസം ൧൦-ാം തീയതിക്കുമുമ്പ അടയ്ക്കുന്ന ഡിപ്പാസിററുസംഖ്യയിന്മേൽ ആ മാസം ആദ്യംമുതൽക്കു പലിശ ഉണ്ടാകുന്നതാണ്. ഈ തീയതിക്കുശേഷം അടയ്ക്കുന്ന സംഖ്യകളിന്മേൽ അടുത്ത മാസംമുതൽക്കു മാത്രമേ പലിശ ഉണ്ടാകയുള്ളൂ. പലിശ മാസത്തിൽ ഒരു ഉറുപ്യക്കു ൨ കാശുവീതം കണക്കാക്കപ്പെടും. മുതലും മേൽപ്രകാരമുണ്ടാകുന്ന പലിശയും ൧൩-ാം മാസത്തിൽ ഡിപ്പാസിററുകാരനു മടക്കിക്കൊടുക്കപ്പെടും. തന്നിമിത്തം ൧൨-ാമത്തെ മാസാവസാനത്തിനുശേഷം പലിശ കണക്കാക്കുന്നതല്ല. യാതൊരു സമയത്തും ഒരു ഉറുപ്യയുടെ അംശത്തിനു പലിശ അനുവദിക്കുന്നതല്ല. എല്ലാ ഹോംസേഫ് ഡിപ്പാസിററുകാർക്കും വില വാങ്ങാത്ത ഒരു പാസ്സുപുസ്തകം കൊടുക്കുന്നതാണ്. പാസ്സുപുസ്തകവും ഭണ്ഡാരവും ഹാജരാക്കാതെ യാതൊരുവിധത്തിലുള്ള ഇടപാടും ഹോംസേഫ് ഡിപ്പാസിററു കണക്കിൽ ചെയ്യുന്നതല്ല. ഒരു പാസ്സുപുസ്തകം കളഞ്ഞുപോയാലോ കേടു വന്നാലോ കമ്മററിക്കാരുടെ യുക്തംപോലെയുള്ള ഒരുവില വസൂൽചെയ്തു മററൊന്നു കൊടുക്കുന്നതാണ്. ഡിപ്പാസിററു കണക്കിൽ വരവുവയ്ക്കുവാൻ ഡിപ്പാസിററരോ അയാളുടെ ഏജൻേറാ മുമ്പാകെ ഭണ്ഡാരം, പ്രസിഡൻേറാ സിക്രട്ടറിയോ തുറക്കുന്നതാകുന്നു. തനിക്കു കിട്ടേണ്ടതായ പണം കിട്ടുന്ന സമയത്തു പാസ്സുബുക്കു ഡിപ്പാസിററർ സംഘത്തിലേയ്ക്കു മടക്കി കൊടുക്കുന്നതാണ്. ഒരു ഹോംസേഫ് ഡിപ്പാസിററർ തുടർച്ചയായി ൩ മാസക്കാലത്തോളം ഭണ്ഡാരം ഉപയോഗപ്പെടുത്താഞ്ഞാൽ അയാളുടെ കണക്കു ഉടനെ അവസാനിപ്പിക്കുന്നതും പാസ്സുപുസ്തകം മടക്കിവാങ്ങി ഡിപ്പാസിററർ യഥാർത്ഥത്തിൽ അടച്ച സംഖ്യ മടക്കി കൊടുക്കുന്നതും ആകുന്നു. ഈ വക സംഖ്യ മുഴുവനുമോ ഒരംശമോ ഡിപ്പാസിററർ പക്കൽനിന്നു സംഘത്തിലേയ്ക്കു വരേണ്ട വല്ലമുതലും ഉണ്ടെങ്കിൽ അതിലേയ്ക്കു മുതൽ വെയ്ക്കുന്നതിനു സംഘത്തിനു സ്വാതന്ത്ര്യമുണ്ട്.

## എഫ്. കെട്ടുതെങ്ങു നിക്ഷേപം.

(൧) ഒരു മെമ്പർക്കോ, മെമ്പർ അല്ലാത്ത ഒരാൾക്കോ തൻെറ പേരിൽ നിക്ഷേപങ്ങളായി പണം സ്വരുക്കൂട്ടുന്നതിനായി കെട്ടുതെങ്ങു നിക്ഷേപക്കണക്കു സംഘത്തിൽ ഏർപ്പെടുത്തുന്നതിനു കമ്മിററിക്കാർക്കു അനുവദിക്കാവുന്നതാണ്.

(൨) ഓരോ നിക്ഷേപകനും തന്റെ വക ഒന്നോ അധികമോ കായ്ഫലമുള്ള തെങ്ങുകൾ സംഘത്തിലേയ്ക്കു കെട്ടുതെങ്ങു നിക്ഷേപത്തിലേക്കായി ഒരു നിശ്ചിതകാലാവധിക്കു വിട്ടുകൊടുക്കേണ്ടതാകുന്നു. അപ്രകാരം ചെയ്തിരിക്കുന്നതായി നിക്ഷേപകൻ സംഘത്തിലേയ്ക്കു രേഖപ്പെടുത്തേണ്ടതുമാകുന്നു.

(൩) കെട്ടുതെങ്ങുകളിലെ ആദായങ്ങൾ മാനേജിംഗ് കമ്മിററിയുടെ ആഭിമുഖ്യത്തിൽ നിക്ഷേപകനേയോ ആൾക്കാരെയോ ബോദ്ധ്യപ്പെട്ടതായി സംഘം ഏല്പിക്കേണ്ടതും അവയ്ക്കു അതതുകാലം കമ്മിററിക്കാർ നിശ്ചയിക്കുന്നതോ വിററു ഈടാക്കുന്നതോ ആയ വില നിക്ഷേപകന്റെ പേരിൽ മുതൽവയ്ക്കേണ്ടതും ആണ്. സംഘത്തിലേയ്ക്കു വിട്ടുകൊടുക്കപ്പെട്ട തെങ്ങിലെ ആദായത്തിനു യാതൊരു നഷ്ടവും നേരിടാത്തവിധം തെങ്ങു നിക്ഷേപകൻതന്നെ സൂക്ഷിക്കേണ്ടതും അതിലേയ്ക്കു സംഘത്തിനു യാതൊരു ചുമതലയും ഇല്ലാത്തതുമാകുന്നു.

(൪) ഈ വക നിക്ഷേപങ്ങൾ ഒരു കൊല്ലത്തിൽ കുറഞ്ഞും അഞ്ചുകൊല്ലത്തിൽ കവിഞ്ഞും ഉള്ള കാലാവധിക്കു അനുവദിക്കാൻ പാടില്ലാത്തതും നിശ്ചിതകാലാവധിക്കുള്ളിൽ സംഖ്യ മടക്കിവാങ്ങിക്കൂടാത്തതും ആണ്. എന്നാൽ നിക്ഷേപകനു നിക്ഷേപം തുടർന്നുകൊണ്ടുപോകുന്നതിനു നിവൃത്തിയില്ലാതെ വന്ന സംഗതികളിൽ കമ്മിററിക്കു യുക്തംപോലെ പലിശകൂടാതെ അസൽസംഖ്യ തിരിച്ചുകൊടുത്തു എപ്പോഴെങ്കിലും കണക്കവസാനിപ്പിക്കാവുന്നതാകുന്നു.

(൫) യാതൊരു നിക്ഷേപകനും ന്യായമായ കാരണം കൂടാതെ തന്റെ വക തെങ്ങുകളുടെ എണ്ണം നിശ്ചിതകാലാവധിക്കുള്ളിൽ കുറയ്ക്കുവാൻ അധികാരമില്ലാത്തതും എന്നാൽ ഏതു സമയത്തും അവയുടെ എണ്ണം കമ്മിററിയുടെ അനുവാദത്തോടുകൂടി വർദ്ധിപ്പിക്കാവുന്നതുമാകുന്നു. ഏതെങ്കിലും പ്രകൃതിശക്തിയാൽ, വിട്ടുകൊടുത്തിട്ടുള്ള തെങ്ങുകൾക്കു ഹാനിവരുന്നപക്ഷം ക്ലിപ്തകാലത്തേയ്ക്കു പകരം തെങ്ങു വിട്ടുകൊടുക്കേണ്ടതാകുന്നു.

(൬) നിക്ഷേപകന്റെ വിസമ്മതത്താലോ ഉപേക്ഷയാലോ നിമിത്തം തെങ്ങുകളിലെ ആദായമെടുക്കുന്നതിനു കമ്മിററിക്കു കഴിവില്ലാതെ വന്നാൽ അതേവരെ നിക്ഷേപകന്റെ പേരിൽ മുതൽവച്ചിട്ടുള്ള അസൽ സംഖ്യമാത്രം (പലിശകൂടാതെ) ആദ്യം നിശ്ചയിച്ച അവധിക്കുശേഷം നിക്ഷേപകനു തിരിച്ചുകൊടുക്കുന്നതായിരിക്കും.

(൭) ഓരോ നിക്ഷേപകനും തന്റെ പേരിൽ മുതൽവരുന്ന നാളികേരം വില മുതലായവ അപ്പപ്പോൾ അറിയുന്നതിനായി സംഘത്തിൽനിന്നും ഒരു പാസ്സ്ബുക്കു കൊടുക്കുന്നതും ഓരോ ഇടപാടു സമയത്തും നിക്ഷേപകൻ പാസ്സുബുക്കു ഹാജരാക്കി കമ്മിററിക്കാരെക്കൊണ്ടു പതിപ്പിച്ചു ഒപ്പിടുവിച്ചു വാങ്ങി സൂക്ഷിക്കേണ്ടതുമാണ്. ഒരു പാസ്സുബുക്കു കളഞ്ഞുപോയാൽ സംഘം നിശ്ചയിക്കുന്ന വില ചുമത്തി രണ്ടാമതു ഒരു പാസ്സുബുക്കുകൂടി കൊടുക്കുന്നതാണ്. കണക്കു അവസാനിക്കുമ്പോൾ നിക്ഷേപകൻ പാസ്സുബുക്കു സംഘത്തിലേയ്ക്കു മടക്കിക്കൊടുക്കേണ്ടതാണ്.

(൮) പാസ്സുബുക്കിൽ മുതൽവരുന്ന മുഴുവൻ ഉറുപ്പികകൾക്കു അപ്രകാരം മുതൽവരുന്നതിന്റെ അടുത്തമാസം മുതൽ മാസമൊന്നിനു ഉറുപ്പികയ്ക്കു രണ്ടുകാശുവീതം പലിശ ആണ്ടുതോറും കൂട്ടി നിക്ഷേപകന്റെ കണക്കിൽ മുതൽവയ്ക്കുന്നതാകുന്നു.

(൯) നിക്ഷേപസംഖ്യ മുഴുവനായോ ഭാഗമായോ ഒരു നിക്ഷേപകന്റെ പക്കൽനിന്നും സംഘത്തിലേയ്ക്കു വരേണ്ട വല്ല മുതലും ഉണ്ടെങ്കിൽ അതിലേയ്ക്കു മുതൽ വയ്ക്കുന്നതിനു സംഘത്തിനു അധികാരമുള്ളതാകുന്നു.

(൧൦) നാളികേരം സൂക്ഷിച്ചു പഴയ ചരക്കായി വില്ക്കണമെന്നു നിക്ഷേപകന്മാരുടെ അപേക്ഷയുള്ളപക്ഷം അപ്രകാരം ചെയ്യാവുന്നതാകുന്നു. എന്നാൽ അതുമൂലം വല്ല നഷ്ടവും ഉണ്ടായാൽ സംഘത്തിനു ഉത്തരവാദിത്വം ഇല്ലാത്തതാകുന്നു.

## മററുകടങ്ങൾ.

൫൭. മെമ്പറന്മാരിൽനിന്നൊ മെമ്പറന്മാർ അല്ലാത്ത വേറെ ആളുകളിൽനിന്നൊ കമ്പനിആക്ട് പ്രകാരമൊ സഹകരണസംഘം ആക്ട്പ്രകാരമൊ രജിസ്റ്റർചെയ്യപ്പെട്ട സംഘങ്ങളിൽ നിന്നൊ ഡിപ്പാസിററുകൾ അല്ലാതെ വേറെവിധത്തിൽ സംഘത്തിനുവേണ്ടി പണം കടം വാങ്ങുവാൻ കമ്മററിക്കു അധികാരമുണ്ടായിരിക്കുന്നതാണ്. എന്നാൽ അങ്ങനെ വാങ്ങുന്ന കടം സംഖ്യയിന്മേൽ കൊടുക്കുന്ന പലിശ രജിസ്ത്രാർ അവർകളുടെ അനുവാദംകൂടാതെ കൊല്ലത്തിൽ നൂററിനു ൬ (ആറി)ൽ കവിയാതിരിക്കുകയും ഏതൊരു യൂണിയനോടു സംഘം ചേൎക്കപ്പെട്ടിരിക്കുന്നുവൊ ആ യൂണിയന്റെ ഭരണയോഗം അങ്ങിനെ കടംവാങ്ങുവാൻ സമ്മതിക്കുകയും ചെയ്തിരിക്കണം.

## സംഘത്തിനു ആകെ വാങ്ങാവുന്ന കടം.

൫൮. മെമ്പറന്മാരിൽനിന്നും മെമ്പറല്ലാത്തവരിൽ നിന്നും ഡിപ്പാസിററു വഴിയായും വേറെപ്രകാരത്തിലും കൂടി സംഘത്തിനു ഒട്ടാകെ കടംവാങ്ങാവുന്ന സംഖ്യ അടച്ചു ഓഹരിപ്പണത്തിന്റെയും കരുതൽ ധനത്തിന്റെയും തുകയുടെ മൂന്നിരട്ടിയിലൊ ഉല്പന്നങ്ങളുടെ ഉറപ്പിന്മേൽ മെമ്പറന്മാൎക്കു കൊടുത്തിട്ടുള്ള വായ്പകളിൽ നില്പുള്ള ആകെത്തുകയിലൊ (ഇതിൽ ഏതുകുറഞ്ഞതൊ അതു) കവിയാൻ പാടില്ലാത്തതാകുന്നു.

## ഭരണം.

൫൯. പൊതുയോഗം അപ്പപ്പോൾ ചെയ്യുന്ന നിശ്ചയങ്ങൾക്കുൾപ്പെട്ടു സംഘം കാൎയ്യങ്ങൾ നടത്തുന്നതിനുള്ള അധികാരം ഒരു കമ്മററിയിൽ ഇരിക്കുന്നതാകുന്നു. കമ്മററിയിൽ ഏഴിൽ അധികരിക്കാത്ത മെമ്പറന്മാർ ഉണ്ടായിരിക്കണം. എന്നാൽആപ്രകാരം അഭിപ്രായമുള്ളപക്ഷം കമ്മററിയിൽ ൨ പേരെക്കൂടി നിയമിക്കുന്നതിനു രജിസ്ത്രാർ അവർകൾക്കു അധികാരമുണ്ടായിരിക്കും.

൬൦. കമ്മററി മെമ്പറന്മാരെ മെമ്പറന്മാരുടെ ഇടയിൽനിന്നും പൊതുയോഗം ഒരു സംവത്സരകാലത്തേക്കു തിരഞ്ഞെടുക്കണം. കമ്മററിമെമ്പറന്മാരുടെ കാലാവധികഴിഞ്ഞുപോയാലും വേറൊരു കമ്മററിയെ തിരഞ്ഞെടുക്കുന്നതുവരെ അവർതന്നെ ഉദ്യോഗത്തിൽ ഇരിക്കുന്നതാകുന്നു. കാലാവധി കഴിഞ്ഞു പിരിയുന്ന കമ്മററിയിലെ ഒരു മെമ്പൎക്കു പിന്നത്തെ തിരഞ്ഞെടുപ്പിനു രജിസ്ത്രാരുടെ പ്രത്യേക അനുവാദത്തോടുകൂടി നില്ക്കാവുന്നതാണ്. പൊതുയോഗം കമ്മററിക്കാരെ തിരഞ്ഞെടുത്തശേഷം കമ്മററിക്കാർ അവരുടെ ഇടയിൽനിന്നു ഒരു പ്രസിഡണ്ടിനെയും ഒരു സെക്രട്ടറിയെയും ഒരു ഖജാൻജിയെയും തിരഞ്ഞെടുക്കേണ്ടതാണ്. ഇടക്കാലങ്ങളിൽ കമ്മററിയിൽ ഉണ്ടാകുന്ന ഒഴിവിലേക്കു മെമ്പർമാരെ കമ്മററി തിരഞ്ഞെടുക്കേണ്ടതാണ്. എന്നാൽ ആയതു അടുത്ത പൊതുയോഗത്തിൽ അനുവദിക്കപ്പെടണം. കമ്മററിയിലെ ഏതൊരു മെമ്പറെയൊ മെമ്പർമാരെയൊ പൊതുയോഗത്തിന്റെ ഒരു തീൎച്ച അനുസരിച്ചു നീക്കം ചെയ്യാവുന്നതാണ്.

൬൧. സംഘംവക കാൎയ്യങ്ങൾ നടത്തേണ്ടതിനു മാസത്തിൽ രണ്ടു പ്രാവശ്യമൊ ആവശ്യമെങ്കിൽ അതിലധികം പ്രാവശ്യമൊ കമ്മററിയോഗങ്ങൾ കൂടേണ്ടതാണ്. യാതൊരു കമ്മററിയിലെ തീൎച്ചയും കുറഞ്ഞപക്ഷം (൪) നാലു കമ്മററിമെമ്പറന്മാർ കൂടി തീരുമാനിച്ചിട്ടില്ലാത്തപക്ഷം സാധുവായിരിക്കുന്നതല്ല. കമ്മററിക്കാരുടെ തീൎച്ചക്കുള്ള എല്ലാകാൎയ്യങ്ങളും വോട്ടുകളുടെ ഭൂരിപക്ഷപ്രകാരം തീൎച്ചപ്പെടുത്തണം. വോട്ടുകൾ തുല്യമായിവന്നാൽ പ്രസിഡണ്ടിനൊ അല്ലെങ്കിൽ സഭയിലെ അഗ്രാസനാധിപതിക്കൊ കാസ്റ്റിംഗ് വോട്ട എന്ന രണ്ടാമതു ഒരു വോട്ടുകൊടുക്കുന്നതിനു അധികാരമുണ്ടായിരിക്കും. കമ്മററിയോഗത്തിലെ ഒരു മെമ്പർ അയാളെ സംബന്ധിച്ച വല്ല കാൎയ്യങ്ങളും കമ്മററിയോഗത്തിൽവച്ചു ആലോചിക്കുമ്പോൾ ആ യോഗത്തിൽ അയാൾ ഹാജരായിരിക്കാൻ പാടില്ലാത്തതാകുന്നു.

൨൨. കമ്മററിയിലെ ഒരു മെമ്പർ തുടർച്ചയായി ൪ കമ്മററിയോഗത്തിനു ഹാജരാകാതെയിരുന്നാൽ അയാളുടെ കമ്മററിമെമ്പർസ്ഥാനം ഒഴിഞ്ഞുപോകുന്നതാണ്. എന്നാൽ കമ്മററിക്കു അയാളെ വീണ്ടും മെമ്പറായി നിശ്ചയിക്കാവുന്നതാണ്.

൨൩. കമ്മററിക്കാർ അപ്പഴപ്പോൾ ചെയ്യുന്ന നിശ്ചയങ്ങൾക്കുൾപ്പെട്ടു സംഘം ഉദ്യോഗസ്ഥന്മാർക്കു താഴെപറയുന്ന അധികാരങ്ങൾ ഉണ്ടായിരിക്കുന്നതാണ്.

(എ) പ്രസിഡണ്ടിനു സംഘംജോലികളെ സംബന്ധിച്ചു ഒരു മേൽവിചാരം ഉണ്ടായിരിക്കുന്നതും, സംഘത്തിന്റെ എല്ലാമുതലുകളും പ്രസിഡണ്ടിന്റെ മേൽവിചാരത്തിനുൾപ്പെട്ടു ഖജാൻജിയുടെ അധീനത്തിൽ ഇരിക്കുന്നതും ആകുന്നു. സംഘപ്രവൃത്തികൾ നടത്തുന്നതിനു വേണ്ട ആളുകളെ നിശ്ചയിപ്പാനും അവർക്കു പിഴ നിശ്ചയിക്കാനും അവരെ സസ്പെൻറുചെയ്യാനും, നീക്കംചെയ്യാനും പ്രസിഡണ്ടിനു അധികാരമുണ്ടായിരിക്കുന്നതാണ്. എന്നാൽ ഒടുവിലത്തെ രണ്ടു സംഗതികൾ കമ്മററിക്കാരുടെ സമ്മതം വാങ്ങിയശേഷം ചെയ്യേണ്ടതാണ്.

(ബി) പ്രസിഡണ്ടിന്റെ മേൽവിചാരത്തിനുൾപ്പെട്ടു സംഘംപ്രവൃത്തികൾ നടത്തുന്നതിന്റെ ഉത്തരവാദം സെക്രട്ടറിക്കു ഇരിക്കുന്നതാണ്.

(സി) സംഘത്തിനുവേണ്ടി വ്യവഹാരം നടത്തുന്നതു പ്രസിഡണ്ട/സെക്രട്ടറി ആയിരിക്കേണ്ടതാകുന്നു, സംഘംവക സകല പ്രമാണങ്ങളും പ്രസിഡണ്ടിന്റെ/സെക്രട്ടറിയുടെ പേരിൽ ആയിരിക്കും.

(ഡി) സെക്രട്ടറിക്കോ ഖജാൻജിക്കോ അവധി വേണമെങ്കിൽ ആയതു പ്രസിഡണ്ട സമ്മതിക്കേണ്ടതും ആ കാലത്തിനിടയിൽ സംഘംജോലി കമ്മററിയിലെ ഒന്നോ അതിലധികമോ മെമ്പറന്മാരെക്കൊണ്ടു നടത്തുവാൻ ഏർപ്പാടു ചെയ്യേണ്ടതും ആകുന്നു.

൨൪. കമ്മററിക്കാരിൽ ആരെങ്കിലും ഒരാൾ സംഘത്തിൽനിന്നു കടംവാങ്ങി അവധിക്കു മടക്കികൊടുക്കാതെ ബാക്കി നിർത്തിയാൽ ആ കാരണംകൊണ്ടു അയാൾ ഒരു കമ്മററിമെമ്പറായിരിപ്പാൻ പാടില്ലാത്തതാകുന്നു. എന്നാൽ അവധി തെററിയ തീയതിമുതൽ ൩ മാസത്തിനുള്ളിൽ കടംബാക്കി മടക്കി അടയ്ക്കുകയും നിശ്ചയിച്ച അവധിക്കു അടയ്ക്കാത്തതിനു ന്യായമായ കാരണം കാണിക്കുകയും ചെയ്യുന്നപക്ഷം സംഘത്തിന്റെ പൊതുയോഗത്തിനു അയാളെത്തന്നെ വീണ്ടും കമ്മററിമെമ്പറാക്കാവുന്നതാണ്. അവധി തെററിയ തീയതിമുതൽ ൩ മാസത്തിൽ അധികകാലം ആ തുക അടക്കാൻ വീഴ്ച വരുത്തിയാൽ യാതൊരു സംഗതിവശാലും അയാൾ കമ്മററിയോഗത്തിൽ ഇരിക്കാൻ പാടുള്ളതല്ല.

൨൫. സംഘത്തിലേയ്ക്കു അടയ്ക്കുന്ന എല്ലാ പണങ്ങൾക്കും രസീതുകൾ കൊടുക്കണം. മെമ്പറന്മാർ അടയ്ക്കുന്ന പണത്തിനു കൊടുക്കുന്ന രസീതു ആ ജോലിക്കു നിശ്ചയിച്ചിരിക്കുന്ന പ്രസിഡണ്ടോ സെക്രട്ടറിയോ ഖജാൻജിയോ ഒപ്പിട്ടിരിക്കണം. മെമ്പറന്മാരിൽ നിന്നോ അന്യന്മാരിൽ നിന്നോ കടമായി വാങ്ങുന്ന എല്ലാ പണങ്ങൾക്കും കൊടുക്കുന്ന രസീതോ കച്ചീട്ടോ കമ്മററിയിലെ ൪ മെമ്പർമാർകൂടി ഒപ്പിട്ടുകൊടുക്കേണ്ടതും അവരിൽ പ്രസിഡണ്ടും ഖജാൻജിയും ഉൾപ്പെട്ടിരിക്കേണ്ടതും ആകുന്നു.

൨൬. കമ്മററിക്കാർ സഹകരണസംഘം റൂൾസു വകുപ്പുപ്രകാരം നിശ്ചയിച്ചിട്ടുള്ളതും രജിസ്ത്രാർ അവർകൾ അപ്പഴപ്പോൾ നിശ്ചയിക്കുന്ന ചട്ടങ്ങൾപ്രകാരവും ഉള്ള കണക്കുകളും രജിസ്റ്ററുകളും വെയ്ക്കേണ്ടതും രജിസ്ത്രാർ അവർകൾ അയക്കുന്ന ആഡിററു ഉത്തരവുകളോ ഇൻസ്പെക്ഷൻ നോട്ടുകളോ അവ കിട്ടിയ തീയതിമുതൽ ഒരു മാസത്തിനകം സംഘത്തിന്റെ പൊതുയോഗംമുമ്പാകെ ഹാജരാക്കേണ്ടതും രജിസ്ത്രാർ അവർകളുടെ

യി എഴുത്തുകുത്തുകൾ നടത്തേണ്ടതും, മററു സംഘത്തിനെസംബന്ധിച്ച എല്ലാ കാൎയ്യങ്ങളും നടത്തേണ്ടതും ആകുന്നു.

൨൭. കമ്മററിക്കു സംഘം പ്രവൃത്തികൾ നടത്തേണ്ടതിനു ആവശ്യമെന്നുതോന്നുന്ന ജീവനക്കാരെ നിയമിക്കാവുന്നതും നിയമിച്ച അതനുസരിച്ചുള്ള ശമ്പളച്ചെലവും പൊതുയോഗം അതാതുകൊല്ലം അനുവദിക്കുന്ന ബഡ്ജററു സംഖ്യയിൽ അടങ്ങിയ ചെലവു നടത്താവുന്നതാകുന്നു. സെക്രട്ടറിക്കു ഓരോ ആവശ്യത്തിന് ൫൦ രൂപായിൽ അധികരിക്കാത്ത ഒരു സംഖ്യ തൽചെലവു ചെയ്യാവുന്നതാണ്.

൨൮. സംഘം ജീവനക്കാരുടെ പക്കൽനിന്നു വല്ല ജാമ്യവും വാങ്ങേണ്ടിവന്നാൽ അതിന്റെ സംഖ്യയും മാതിരിയും കമ്മററിക്കാൎക്ക് തീൎച്ചപ്പെടുത്താൻ അധികാരമുണ്ടായിരിക്കും.

൨൯. സംഘകാൎയ്യങ്ങൾ നടത്തേണ്ടതിനു കമ്മററിക്കാൎക്കു ആക്ററും അതനുസരിച്ചുള്ള ചട്ടത്തിനും ഈ നിബന്ധനകൾക്കും അനുസരിച്ച ഉപനിബന്ധനകൾ ഉണ്ടാക്കുവാൻ അധികാരമുണ്ട്. ഈ ഉപനിബന്ധനകളെ സംഘത്തിന്റെ മിനിട്ടുബുക്കിൽ ചേൎക്കേണ്ടതും അതിന്റെ ഒരു പ്രതി സഹകരണസംഘം രജിസ്ത്രാർ അവൎകളുടെ അനുമതിക്കായി അയക്കേണ്ടതുമാണ്.

൩൦. ൨൮-ാം നിബന്ധനയിൽ പ്രസ്താവിച്ച സംഗതിയിൽ ഒഴികെ കമ്മററിക്കാർ പ്രതിഫലംകൂടാതെ ജോലി നടത്തേണ്ടതാണ്.

## പൊതുയോഗം.

൩൧. സംഘത്തിന്റെ ഭരണം സംബന്ധിച്ചുള്ള എല്ലാ സംഗതികളുടേയും അവസാനതീരുമാനത്തിനുള്ള അധികാരം മെമ്പൎമ്മാരുടെ പൊതുയോഗത്തിനായിരിക്കും. ആ യോഗം സംഘത്തിന്റെ കാൎയ്യങ്ങൾ നടത്തുവാൻ ആവശ്യമുള്ളപ്പോൾ ഒക്കെ കൂടുകയും വേണം. പൊതുയോഗത്തിന്റെ തീരുമാനത്തിനുൾപ്പെട്ടവയിൽ ചുവടെ വിവരിക്കുന്ന സംഗതികൾ പ്രധാനമായിട്ടുള്ളവയാകുന്നു.

(൧) കമ്മററിക്കാരെ തെരഞ്ഞെടുക്കുകയും മാററുകയും ചെയ്ക.

(൨) സഹകരണസംഘം രജിസ്ത്രാർ അവൎകൾക്കു അയയ്ക്കേണ്ട വാൎഷികാവസാനറിപ്പോൎട്ട നിരൂപണം ചെയ്ക.

(൩) രജിസ്ത്രാർ അവൎകളുടെ വൎഷാവസാനകണക്കു പരിശോധന ഉത്തരവു വായിച്ചുനോക്കി വേണ്ടവിധം പ്രവൎത്തിക്കുക.

(൪) നടപ്പിലിരിക്കുന്ന വല്ല നിബന്ധനയും ഭേദപ്പെടുത്തുകയോ ദുൎബ്ബലപ്പെടുത്തുകയോ ആകട്ടെ പുതിയ ഒരു നിബന്ധനയുണ്ടാക്കുകയോ ആകട്ടെ ചെയ്ക.

(൫) ഒരു മെമ്പറെ നീക്കുക.

(൬) കമ്മററിക്കാരുടെ പേരിൽ മെമ്പൎമ്മാരിൽ വല്ലവരും കൊണ്ടുവരുന്ന ആവലാധിയെപ്പററി അന്വേഷിക്കുക.

(൭) ഗവൎമ്മെൻറ രജിസ്ത്രാർ അവൎകളോ നിയമിക്കുന്ന കണക്കുകൾ അയക്കുക.

(൮) പരിശോധന ഐക്യസംഘങ്ങളിലേയ്ക്കോ, ധനസഹായബാങ്കുകളിലേക്കോ മററു സംഘങ്ങളിലേക്കോ പ്രതിനിധികളെ തെരഞ്ഞെടുക്കുക.

(൯) പരിശോധന ഐക്യസംഘങ്ങളോടോ, ധനസഹായബാങ്കുകളോടോ, മററു സംഘങ്ങളോടോ സംഘത്തെ ചേൎക്കുകയോ, രജിസ്ത്രാർ അവൎകളുടെ അനുമതിയോടുകൂടി വേർപിരിക്കുകയോ ചെയ്ക.

൩൨. സംഘകാൎയ്യങ്ങൾ നടത്തുന്നതിനു ആവശ്യമെന്നു വിചാരിക്കുമ്പോഴൊക്കെയും ഒരു പൊതുയോഗം കമ്മററിക്കാൎക്കു വിളിച്ചുകൂട്ടാവുന്നതാകുന്നു. എന്നാൽ ആണ്ടിൽ ഒരിക്കൽ എങ്കിലും ഒരു പൊതുയോഗം കമ്മററി വിളിച്ചുകൂട്ടേണ്ടതും സംഘത്തിലെ അഞ്ചിലൊരുഭാഗം അംഗങ്ങളുടെ രേഖാമൂലമായ അപേക്ഷയിന്മേലും രജിസ്ത്രാർ അവൎകളുടെ

ആവശ്യപ്രകാരവും സംഘത്തെ ഘടിപ്പിച്ചിരിക്കുന്ന യൂണിയൻ സംഘത്തിന്റെ തീരുമാനപ്രകാരം അയച്ചിട്ടുള്ള ഭരണയോഗത്തിലെ ഒരു മെമ്പറുടെ ആവശ്യപ്രകാരവും പൊതുയോഗം ഒരു മാസത്തിനകം വിളിച്ചുകൂട്ടേണ്ടതാണ്.

൩൩. (൧) പൊതുയോഗത്തിനു ഹാജരാകേണ്ടതു എല്ലാ മെമ്പറന്മാരുടെയും കടമയാകുന്നു. ഒരു പൊതുയോഗത്തിനു അവശ്യം ഹാജരായിരിക്കേണ്ട മെമ്പർമാരുടെ സംഖ്യ ൧൨—ൽ കുറയാത്തതായിരിക്കണം. പൊതുയോഗങ്ങൾ മാസംതോറും അതിലേക്കു നിശ്ചയിക്കുന്ന ആഴ്ചയിലൊ തിയതിയിലൊ കൂടുന്നതാണ്.

(൨) പൊതുയോഗങ്ങൾ വിളിച്ചുകൂട്ടുന്നക്രമം, അതിനുള്ള സമയം, സ്ഥലം ആവശ്യം മുതലായവയെപ്പററി സംഘനിബന്ധനകളിലെ വ്യവസ്ഥകൾ എന്തുതന്നെയായാലും രജിസ്ട്രാർ അവർകൾക്കോ ആക്ടിലെ ൪൩—ാംവകുപ്പനുസരിച്ചു വിചാരണ ചെയ്യുന്നതിനു രജിസ്ട്രാർ അവർകൾ അധികാരപ്പെടുത്തുന്ന മറ്റൊരാൾക്കൊ

(എ) മുന്നറിവുകൊടുത്തു ഒരു വിശേഷാൽ പൊതുയോഗം അവർ നിശ്ചയിക്കുന്ന സ്ഥലത്തും സമയത്തും വിളിച്ചുകൂട്ടുകയും,

(ബി) അപ്രകാരം കൂട്ടുന്ന യോഗത്തിൽ ആലോചിക്കേണ്ട വിഷയങ്ങളെ ക്ലിപ്തപ്പെടുത്തുകയും ചെയ്യാവുന്നതാകുന്നു.

അപ്രകാരം വിളിച്ചുകൂട്ടുന്ന പൊതുയോഗങ്ങൾക്കു സാധാരണ പൊതുയോഗങ്ങൾക്കുള്ള സകല അധികാരങ്ങളും ഉണ്ടായിരിക്കുന്നതാണ്. ഈ നിബന്ധനപ്രകാരമുള്ള കോറം തികയാതെവന്നാലും (i) സംഘത്തിനു കോറം തികക്കുന്നതിനു സാദ്ധ്യമല്ലായിരുന്നുവെന്നും (ii) പാസാക്കുന്ന നിശ്ചയങ്ങൾ സംഘത്തിന്റെ നന്മക്കു ആവശ്യമാണെന്നും (iii) അവ അംഗങ്ങളുടെ പൊതുയോഗം അംഗീകരിക്കുന്നതാണെന്നും ബോദ്ധ്യംവരുന്നപക്ഷം യോഗം സാധുവാണെന്നു രജിസ്ട്രാർ അവർകൾക്കു ആജ്ഞാപിക്കാവുന്നതാകുന്നു.

(൩) ക്രമമായ ഒരു കമ്മിററിയെ തിരഞ്ഞെടുക്കുന്നതിനു പൊതുയോഗത്തിനു സാധിക്കാതെവരുമ്പോൾ സംഘത്തിനുവേണ്ടി നടപടി നടത്തുന്നതിനു ഏതെങ്കിലും ഒരംഗത്തെ അധികാരപ്പെടുത്തുന്നതിനു പൊതുയോഗത്തിനു എപ്പോഴും സ്വാതന്ത്ര്യം ഉണ്ടായിരിക്കുന്നതാണ്.

൩൪. പൊതുയോഗത്തിൽ പ്രസിഡന്റ ഹാജരുള്ളപ്പോൾ പ്രസിഡന്റുതന്നെ സഭാനാഥനായിരിക്കണം. ഹാജരില്ലാത്തപക്ഷം, യോഗത്തിനു അവരുടെ ഇടയിൽനിന്നു ഒരു മെമ്പറെ സഭാനാഥനായി തെരഞ്ഞെടുക്കാവുന്നതാണ്. ഹാജരുള്ള ഓരോ മെമ്പർക്കും ഓരോ വോട്ടുമാത്രമെ ഉണ്ടായിരിക്കയുള്ളു. ഹാജരായി വോട്ടുചെയ്യുന്ന മെമ്പർമാരുടെ വോട്ടുകളിൽ ഭൂരിപക്ഷപ്രകാരം എല്ലാ കാൎയ്യങ്ങളും തീർച്ചപ്പെടുത്തുന്നതാണ്. വോട്ടുകൾ തുല്യമായിരുന്നാൽ അഗ്രാസനാധിപതിക്കു രണ്ടാമതു ഒരു വോട്ടുകൂടി ഉണ്ടായിരിക്കുന്നതാണ്.

൩൫. സാധാരണയായി ഒരു പൊതുയോഗം കൂടുവാൻ മെമ്പർമാർക്കു—ദിവസത്തെ നോട്ടീസു കൊടുക്കേണ്ടതാകുന്നു.

൩൬. ഒരു മെമ്പർ സംഘത്തെ വല്ലവിധത്തിലും വഞ്ചിക്കുകയൊ അല്ലെങ്കിൽ അയാളുടെ സാധാരണ നടത്തകൊണ്ടു സംഘത്തിന്റെ ഗുണത്തിനുവേണ്ടി അയാളെ നീക്കുന്നതു ആവശ്യമായിത്തീരുകയൊ ചെയ്യുന്നപക്ഷം ആ വക മെമ്പറെ സംഘത്തിൽനിന്നു നീക്കുന്നതിനു പൊതുയോഗത്തിനു സ്വാതന്ത്ര്യമുണ്ടായിരിക്കും. നീക്കപ്പെട്ട ഒരു മെമ്പർക്കു സംഘത്തിൽനിന്നും വല്ല പണവും ചെല്ലാനുണ്ടായിരുന്നാൽ അയാളിൽനിന്നും സംഘത്തിനു ഈടാക്കാനുള്ളതു കഴിച്ചു ബാക്കി അയാൾക്കു കൊടുക്കുന്നതാകുന്നു. ഒരു മെമ്പറിൽനിന്നും ഈടാക്കാനുള്ളമുതൽ ഈടാക്കുന്നതിനു സംഘത്തെ നിർബന്ധ നടപടി നട

ന്താൻ ഇടയാകയാണെങ്കിൽ ആ കാരണത്തിന്മേൽ അയാളെ മെമ്പർസ്ഥാനത്തിൽനിന്നു നീക്കംചെയ്യാവുന്നതാണ്. ഒരു മെമ്പറെ നീക്കിയസമയത്തിലുള്ള സംഘത്തിന്റെ കടത്തിനു ൩൨-ാമത്തെ നിബന്ധനയിൽ പറഞ്ഞിട്ടുള്ളേടത്തോളം തള്ളപ്പെട്ട മെമ്പരുടെ ബാദ്ധ്യത അങ്ങിനെ തള്ളിയതിനുശേഷം രണ്ടുകൊല്ലത്തേയ്ക്കു നിലനിൽക്കുന്നതാണ്.

ഒരു മെമ്പറെ ഇപ്രകാരം നീക്കപ്പെട്ടതിനുശേഷം പിന്നീട ഒരു ക്ലിപ്തകാലത്തേക്ക അയാളെ വീണ്ടും സംഘത്തിൽ ചേർത്തുകൂടെന്നുകൂടി ആ പൊതുയോഗത്തിന്നു നിശ്ചയിക്കാവുന്നതും രജിസ്ട്രാർ അവർകളുടെ അനുവാദംകൂടാതെ ആ നിശ്ചയം മറെറാരു പൊതുയോഗനിശ്ചയംമൂലം ഭേദപ്പെടുത്തിക്കൂടാത്തതുമാകുന്നു.

൩൭. സംഘത്തിന്റെ സമീപത്തു ജോലി നടത്തുന്നതൊ, രജിസ്ട്രാർ അവർകളാൽ മേലാൽ രജിസ്റ്റർ ചെയ്യപ്പെടുന്നതൊ ആയ ഏതെങ്കിലും ഒരു യൂണിയനിൽ സംഘത്തെ ചേർക്കുവാൻ പൊതുയോഗത്തിന്നു അധികാരമുണ്ടായിരിക്കുന്നതാണ്. മേൽപറഞ്ഞ യൂണിയന്റെ ചിലവിലേക്കായി ഓരോ ആണ്ടും രജിസ്ട്രാർ അവർകൾ നിശ്ചയിക്കുന്ന തുക ആഡിററ് കഴിഞ്ഞതിനുശേഷം കൊടുക്കേണ്ടതാണ്. എന്നാൽ ഒരു കൊല്ലത്തിൽ ഇതിന്നായി കൊടുക്കുന്ന ആകെ സംഖ്യ ൫൦ രൂപായിൽ അധികരിച്ചുകൂടുന്നതല്ല. സംഘം ഏതെങ്കിലും യൂണിയനോടു ചേർക്കുന്നതുവരെ അങ്ങനെയുള്ള ഈ തുക സെൻട്രൽബാങ്കിൽ അടയ്ക്കേണ്ടതാകുന്നു.

## വായ്പകൾ.

൩൮. വായ്പകൾ മെമ്പരന്മാൎക്കുമാത്രമെ കൊടുക്കപ്പെടൂ. എന്നാൽ യാതൊരു മെമ്പൎക്കും കടംവായ്പയ്ക്കു തനിക്കു അവകാശമുണ്ടെന്നു വാദിക്കാവുന്നതല്ല. വായ്പകൾക്കുള്ള അപേക്ഷകൾ കമ്മററിക്കാർ തീർച്ചപ്പെടുത്തേണ്ടതാകുന്നു.

൩൯. വായ്പകൾക്കുള്ള എല്ലാ അപേക്ഷകളും ആ ആവശ്യത്തിന്നു സംഘം നിശ്ചയിച്ചിട്ടുള്ള ഫാറത്തിൽ എഴുതി സെക്രട്ടറിക്കു അയയ്ക്കേണ്ടതും ആ വക അപേക്ഷകൾ കമ്മററിക്കാരുടെ തീരുമാനത്തിന്നു വെക്കേണ്ടതുമാകുന്നു.

൪൦. സംഘത്തിൽനിന്നു ഒരു മെമ്പർ വാങ്ങാവുന്ന കടങ്ങളുടെ പരമാവധി... ......രൂപായിൽ അധികരിച്ചുകൂടുന്നതല്ല.

൪൧. സംഘത്തിൽനിന്നു കൊടുക്കുന്ന എല്ലാ വായ്പകൾക്കും മാസംമാസത്തിന്നു രൂപായ്ക്കു ൩ കാശുവീതം പലിശ ഈടാക്കേണ്ടതാകുന്നു. ഒന്നാമത്തെ മാസം കണക്കാക്കുന്നതു കടംകൊടുത്ത തീയതിമുതൽ അടുത്തമാസം ആ തീയതിവരെയുള്ള കാലത്തിനായിരിക്കും. ഒരു മാസത്തിന്റെ അംശം ൧൫ ദിവസത്തിൽ അധികരിച്ചാൽ അതു ഒരു മുഴുവൻ മാസമായും ൧൫ ദിവസമൊ അതിൽ കുറഞ്ഞൊ ആയാൽ അതു അരമാസമായും കൂട്ടുന്നതാണ്.

൪൨. സംഘത്തിന്റെ അധീനതയിൽ വെക്കുകയും, അതു പണയമായി കൊടുക്കുകയുംചെയ്യുന്ന ഉല്പന്നങ്ങളുടെ ഉറപ്പിന്മേൽ മാത്രം അംഗങ്ങൾക്ക വായ്പ കൊടുക്കപ്പെടുന്നതാകുന്നു. എന്നാൽ കടം വാങ്ങുന്ന മെമ്പർ പണയമായി വെക്കുന്ന ഉല്പന്നങ്ങളുടെ കമ്പോളവിലയുടെ ൭൦ ശതമാനത്തിൽ കവിഞ്ഞ ഒരു സംഖ്യ വായ്പയായി കൊടുക്കുന്നതല്ല. കമ്പോളവില അതതപ്പോഴപ്പോൾ കമ്മിററിക്കാർ നിശ്ചയിക്കേണ്ടതാകുന്നു.

൪൩. ഒരുകടം വായ്പ അടയ്ക്കേണ്ട തീയതിക്കുമുമ്പ കടംവാങ്ങിയ ആൾ തന്റെ സൌകൎയ്യംപോലെ ആ കടം മുഴുവനായോ, ഏതാനുമായോ, അടയ്ക്കാവുന്നതാണ്. എന്നാൽ ഏതാനുമായി അടച്ചുതീർക്കുന്ന സംഖ്യ മുഴുരൂപാ ആയിരിക്കേണ്ടതാകുന്നു. ഏതാനുമായി അടയ്ക്കുന്നസംഖ്യ ഒരു മാസത്തിന്റെ ൧൫-ാംതീയതി അതിനു മുമ്പ അടച്ചിരുന്നാൽ ശേഷം തുകയ്ക്കു ൧൬-ാം-തീയതി പലിശ കണക്കാക്കുന്നതും ൧൫-ാം-തീയതിക്കുശേഷമായിരുന്നാൽ അടുത്തമാസം ൧-ാം-മുതൽ പലിശ കണക്കാക്കുന്നതുമാകുന്നു

ഒരു രൂപായിൽ കുറഞ്ഞുകൊണ്ടുവരുന്ന എല്ലാ തുകകളും സംഘം സ്വീകരിച്ചു അനാമത്തായി വയ്ക്കുകയും മുഴുരൂപാ ആയി തികയുമ്പോൾ അയാളുടെ കണക്കിൽ കുറച്ചു മുതൽ വയ്ക്കുകയും ചെയ്യപ്പെടും.

൪൮. പണയമായി വച്ചിരിക്കുന്ന ഉല്പന്നങ്ങൾ വില്ക്കുന്ന ഉടൻതന്നെ സംഘത്തിലേയ്ക്കു അടയ്ക്കേണ്ട വായ്പസംഖ്യ പലിശസഹിതം വരവുവച്ചു ബാക്കിയുണ്ടെങ്കിൽ തിരിച്ചുകൊടുക്കുന്നതാണ്. വായ്പകൾക്കു ആറു മാസത്തിൽ കൂടുതൽ കാലാവധി അനുവദിക്കുന്നതല്ല. അനുവദിച്ച കാലാവധിക്കുള്ളിൽ വായ്പക്കാരനു വായ്പ സംഖ്യ തിരിച്ചു അടയ്ക്കുന്നതിനു ശേഷിയില്ലാതെ വരുന്നപക്ഷം കമ്മററിക്കാർ ശരിയായ കാരണങ്ങൾ രേഖപ്പെടുത്തി ആറു മാസംകൂടി നീട്ടിക്കൊടുക്കാവുന്നതാണ്. കാലാവധി നീട്ടിക്കൊടുക്കാതിരിക്കുകയോ കൂടുതൽ അനുവദിച്ച കാലാവധിക്കുള്ളിലും വായ്പ സംഖ്യ തിരിച്ചു അടയ്ക്കാതിരിക്കുകയോ ചെയ്യുന്നപക്ഷം വായ്പക്കാരനു മുൻ അറിവുകൊടുക്കാതെയും അവന്റെ സമ്മതം വാങ്ങാതെയും പണയപ്പെടുത്തിയിരിക്കുന്ന ഉല്പന്നങ്ങൾ വിററു കണക്കിൽ വരവു വയ്ക്കുന്നതിനു കമ്മററിക്കു അധികാരമുള്ളതാകുന്നു. വിററു കിട്ടുന്ന സംഖ്യ കടം കണക്കു അവസാനിപ്പിക്കുന്നതിനു മതിയാകാത്തപക്ഷം ശേഷം സംഖ്യക്കു വായ്പക്കാരന്റെ മേൽ നടപടി എടുക്കുന്നതാണ്.

൪൯. ഒരു മെമ്പറോ മുമ്പു മെമ്പറായിരുന്ന ഒരാളോ സംഘത്തിലേയ്ക്കു അടച്ചിട്ടുള്ള ഓഹരിത്തുകയും നിക്ഷേപവും മററു വല്ല സംഖ്യയും ഉണ്ടെങ്കിൽ അവയും ആ മെമ്പറിൽനിന്നോ അല്ലെങ്കിൽ മെമ്പറായിരുന്ന ആളിൽനിന്നോ വല്ല തുകയും സംഘത്തിലേയ്ക്കു കിട്ടാനുണ്ടെങ്കിൽ ആ തുകയ്ക്കു ബാദ്ധ്യതയുണ്ടായിരിക്കും. മെമ്പറോ അല്ലെങ്കിൽ മെമ്പറായിരുന്ന ആളോ അടച്ച ഓഹരിത്തുകയുടെയും നിക്ഷേപത്തിന്റെയും മററു വല്ല സംഖ്യ ഉണ്ടെങ്കിൽ അവയുടെയും ഏതെങ്കിലും ഒരു ഭാഗമോ മുഴുവനുമോ സംഘത്തിലേയ്ക്കു അയാളിൽനിന്നും ഈടാക്കാനുള്ള തുകയ്ക്കു പിടിച്ചെടുക്കുന്നതിനു സംഘത്തിനു സ്വാതന്ത്ര്യമുണ്ടായിരിക്കും.

൫൦. ഒരു മെമ്പർ സംഘത്തിലേയ്ക്കു കൊടുക്കേണ്ടതായ തുകയ്ക്കു വല്ല സംഖ്യയും അടയ്ക്കുമ്പോൾ അതു താഴെ കാണിക്കുന്നപ്രകാരം കണക്കിൽ കൊള്ളിക്കേണ്ടതാണ്.

ഒന്നാമതായി അയാൾ കൊടുപ്പാനുള്ള ഫീസ്, അപേക്ഷച്ചെലവ്, രജിസ്റ്റർച്ചെലവ് മററു പലതരം ചെലവുകളിലേയ്ക്കു.

രണ്ടാമതായി അയാൾ അടപ്പാനുള്ള പലിശവകയിലേയ്ക്കു.

മൂന്നാമതായി മുതലിലേക്ക്.

നാലാമതായി ഓഹരിതവണകളിലേയ്ക്കു.

൫൧. ഒരു മെമ്പർ മെമ്പർസ്ഥാനത്തിനുള്ള യോഗ്യത എപ്പോഴെങ്കിലും ഇല്ലാതെയാകയും തന്നിമിത്തം അയാളുടെ പേരു ൭–ാമത്തെയോ ൯–ാമത്തെയോ നിബന്ധനപ്രകാരം മെമ്പർമാരുടെ പട്ടികയിൽനിന്നു നീക്കംചെയ്യേണ്ടിവരികയോ അല്ലെങ്കിൽ ൩൫–ാം നിബന്ധനപ്രകാരം ഒരു മെമ്പറെ തള്ളിക്കളയേണ്ടിവരികയോ ചെയ്താൽ അങ്ങിനെയുള്ള മെമ്പർ സംഘത്തിലേയ്ക്കു വല്ല കടവും കൊടുപ്പാനുണ്ടെങ്കിൽ ആ കടം വായ്പക്കു അനുവദിച്ച അവധി നോക്കാതെ കടം വായ്പക്കാരനോടു ഉടനെ അവസാനിപ്പിക്കുന്നതും ൪൪–ാം നിബന്ധനപ്രകാരം വായ്പ സംഖ്യ ഈടാക്കുന്നതിനു നടപടികൾ എടുക്കുന്നതുമാകുന്നു.

൫൨. പണ്ടകശാലകൾ — പണ്ടകശാലകളിലോ, അല്ലെങ്കിൽ തക്കതായ മററു സ്ഥലങ്ങളിലോ ഉല്പന്നങ്ങൾ ഭദ്രമായി സൂക്ഷിക്കുന്നതിനു വേണ്ട ഏർപ്പാടുകൾ ചെയ്യേണ്ടതു കമ്മററിയുടെ ജോലിയാകുന്നു. മെമ്പന്മാർ സംഘത്തിൽ സൂക്ഷിക്കുന്നതിനോ, പണയമായിട്ടോ ഏല്പിക്കുന്ന ഉല്പന്നങ്ങൾ ഇടുന്നതിനു ഒന്നോ അധികം പണ്ടകശാലകൾ വിലയ്ക്കു വാങ്ങുകയോ, കെട്ടുകയോ, വാടകയ്ക്കു എടുക്കുകയോ കമ്മററിക്കു ചെയ്യാവുന്ന

താണ്. ഉപനിബന്ധനകളിൽ വ്യവസ്ഥചെയ്യുംപ്രകാരം ഉല്പന്നങ്ങൾ ഇട്ടു സൂക്ഷിക്കുന്നതിനു ഒരു ചെറിയ വാടകയും അംഗങ്ങളിൽനിന്നും കമ്മററി ഈടാക്കുന്നതാണ്.

൭൯. സംഘത്തിൽ സൂക്ഷിക്കുന്നതിനൊ പണയമായിട്ടൊ, ഏല്പിക്കുന്ന ഉല്പന്നങ്ങൾ വില്ക്കുന്നതിന് കമ്മററിക്കു വേണ്ട ഏർപ്പാടുകൾ ചെയ്യാവുന്നതാണ്. എന്നാൽ അപ്രകാരം വില്ക്കുന്നതു സംഘം ഒരു ഏജൻറ് എന്ന നിലയിൽ അല്ലാതെ ഉടമസ്ഥൻ എന്ന നിലയിൽ പാടില്ലാത്തതുമാകുന്നു. ഈ ഇടപാടുകൾ മൂലം എന്തെങ്കിലും നഷ്ടം നേരിടുന്നപക്ഷം അതു അതാതു മെമ്പറന്മാർ സഹിക്കേണ്ടതാകുന്നു. കമ്മററിക്കാർ ഏജൻറ് എന്ന നിലയിൽ പ്രവൃത്തിക്കുന്നതു അതാതു മെമ്പറന്മാരുടെ രേഖാമൂലമായ സമ്മതത്തോടുകൂടി ആയിരിക്കേണ്ടതാകുന്നു. മെമ്പറന്മാരുടെ സമ്മതംകൂടാതെ കമ്മിററിക്കാർ മുൻകൂട്ടി യാതൊരു കരാറുകളും ചെയ്യാൻ പാടില്ലാത്തതാകുന്നു. സംഘത്തിലേയ്ക്കു വല്ല പലിശ മുതലായ ഇനങ്ങളിൽ എന്തെങ്കിലും തുക ഈടാകാനുണ്ടെങ്കിൽ ആ തുക ഈടായതിനു ശേഷമല്ലാതെ ഉല്പന്നങ്ങൾ പണക്കാരന്റെ [illegible] മാറുന്നതിനു അനുവദിക്കാൻ പാടില്ലാത്തതാകുന്നു.

൮൦. വില്പന സംബന്ധിച്ച് എല്ലാ ഏർപ്പാടുകളും രൊക്കവിലയ്ക്കു മാത്രമായിരിക്കുന്നതാണ്.

൮൧. കമ്മററിയുടെ ഏർപ്പാടുമൂലം വില്ക്കുന്ന ഉല്പന്നങ്ങൾക്കു ന്യായമായ ഒരു കമ്മിഷൻ ചുമത്താവുന്നതാണ്.

൮൨. ഓരോ പാദവർഷത്തിലും സംഘത്തിന്റെ ചുമതലയിൽ കിടപ്പുള്ള ഉല്പന്നങ്ങളുടെ സ്റ്റോക്കു തിട്ടപ്പെടുത്തേണ്ടതും അതിലേയ്ക്കു മാത്രം മെമ്പറന്മാർക്കു മുൻകൂട്ടി നോട്ടീസ് കൊടുക്കേണ്ടതുമാണ്. സംഘത്തിന്റെ പണ്ടകശാലകളിൽ സൂക്ഷിക്കുന്ന ഉല്പന്നങ്ങൾക്ക് എന്തു കുറവു കണക്കാക്കണമെന്ന കമ്മററി നിശ്ചയിക്കാവുന്നതും അപ്രകാരമുള്ള നിശ്ചയം ഉടമസ്ഥന്മാരെ ബന്ധിക്കുന്നതുമാണ്.

## ലാഭം.

൮൩. രജിസ്ട്രാർ അവർകൾ കൊല്ലംതോറും അനുവദിച്ചു പരസ്യമാക്കിയപ്രകാരമുള്ള സംഘത്തിന്റെ ചെലവുകഴിച്ചുള്ള ആദായങ്ങളെ താഴെ പറയുംപ്രകാരം വിനിയോഗിക്കണം;

(൧) ലാഭത്തിൽ ഒരു ഭാഗം (൧൦൦-ന് ൧൦ കണ്ട്) കരുതൽ ധനത്തിൽ ചേർക്കണം.

(൨) ബാക്കിയിൽ എട്ടിൽ ഒന്നിൽ കവിയാത്ത ഒരു സംഖ്യ, രജിസ്ട്രാർ അവർകളുടെ അനുവാദപ്രകാരം കമ്മററിക്കാരുടെ നിശ്ചയമനുസരിച്ചു സെക്രട്ടറിക്കും കമ്മിററിയോഗത്തിലെ മററു മെമ്പറന്മാർക്കും സംഭാവനയായി കൊടുക്കാം.

(൩) നൂററിനു ൭½ ശതമാനത്തിൽ കവിയാത്ത ഒരു തുക ഓരോ മെമ്പറന്മാരും അടച്ച ഓഹരിസംഖ്യയിന്മേൽ അടച്ചിട്ടുള്ള സംഖ്യക്കനുസരിച്ചു മെമ്പറന്മാരുടെ ഇടയിൽ ലാഭപ്പങ്കായി വിഭജിക്കാം.

(൪) ബാക്കിയിൽനിന്നും പൊതുയോഗം നിശ്ചയിക്കുന്ന ക്രമമനുസരിച്ച് ഒരു സംഖ്യ മെമ്പറന്മാർക്ക് കച്ചവടബോണസ്സായി നല്കാം.

(൫) വീതിക്കാത്ത ബാക്കിയുള്ള സംഖ്യ കരുതൽധനത്തിൽ ചേർക്കേണ്ടതാണ്.

## കരുതൽധനം.

൮൪. (൧) രജിസ്ട്രാർ അവർകൾ നിർണ്ണയിക്കുന്നപ്രകാരം കരുതൽധനത്തെ ഉറപ്പിക്കേണ്ടതാകുന്നു. ആ മുതൽ ഒന്നായി നിൽക്കേണ്ടതും പിരിച്ചുകൂടാത്തതുമാണ്. അതു സംഘത്തിനു പൊതുവായുള്ളതും വിചാരിക്കാതെ നേരിടുന്ന നഷ്ടങ്ങൾ തീർപ്പാനായി ഉദ്ദേശിക്കപ്പെട്ടിട്ടുള്ളതും ആകുന്നു. യാതൊരു മെമ്പർക്കും അതിൽ ഒരു പ്രത്യേക ഓഹര

ക്ക അവകാശം പറഞ്ഞുകൂടാവുന്നതല്ല. രജിസ്ട്രാർ അവർകളുടെ അനുവാദംകൂടാതെ അതു് ഉപയോഗപ്പെടുത്തിക്കൂടാത്തതുമാകുന്നു

(൨) ഒരു സംഘം പിരിയുമ്പോൾ അതിലെ കരുതൽധനം താഴെപ്പറയുന്ന വകകൾക്കു് ഉപയോഗപ്പെടുത്തേണ്ടതാണ്.

i. സംഘത്തിന്റെ ബാദ്ധ്യത കൊടുക്കുന്നതിൽ സംഘാംഗങ്ങളിൽ ഓരോരുത്തരുടെയും ബാദ്ധ്യത ഈടാക്കിയതിനുശേഷം ബാക്കിയുള്ളതു കൊടുത്തുതീർക്കുന്നതിനും;

ii. അടച്ചിട്ടുള്ള ഓഹരിമൂലധനം തിരിച്ചുകൊടുക്കുന്നതിനും,

iii. അപ്രകാരമുള്ള ഓഹരിമൂലധനത്തിന്മേലുള്ള ലാഭപ്പങ്ക് കൊടുക്കാത്ത കാലത്തേയ്ക്കോ കാലങ്ങളിലേയ്ക്കോ അതാതിനെക്ക ൧൦൦-ന് ൭½ ശതമാനത്തിൽ കവിയാത്ത ലാഭപ്പങ്ക് കൊടുക്കുന്നതിനും.

(൩) ൨-ാം ഉപവകുപ്പുപ്രകാരം ഈ ഫണ്ടുകളിൽനിന്നു കൊടുത്തതിനു ശേഷം ബാക്കിയുള്ള തുക പൊതു അംശങ്ങൾ തീർച്ചപ്പെടുത്തുന്നതും രജിസ്ട്രാർ അവർകൾ അനുവദിക്കുന്നതും ആയ പൊതുജനത്തിനുപയുക്തങ്ങളായ കാര്യങ്ങൾക്കായി ഉപയോഗപ്പെടുത്തേണ്ടതാണ്. സംഘം പിരിഞ്ഞു മൂന്നുമാസത്തിനകം രജിസ്ട്രാർ അവർകൾ അനുവദിക്കുന്നതായ ഒരു കാര്യം പൊതു അംഗങ്ങൾ നിശ്ചയിക്കാത്ത സംഗതിയിൽ ഫണ്ടിന്റെ മേൽ പറഞ്ഞതായ അംശം അടുത്തുള്ള സഹകരണസംഘങ്ങളെ സഹായിക്കുന്നതിനു് ഉപയോഗപ്പെടുത്തുകയോ അല്ലെങ്കിൽ അതേ പ്രവൃത്തിപരിധിയോടുകൂടി ഒരു പരസ്പരസഹായസംഘം രജിസ്റ്റർചെയ്യുന്നതുവരെ മറ്റൊരു പരസ്പരസഹായബാങ്കിൽ പലിശയ്ക്കോ അല്ലാതെയോ ഇടുകയോ ചെയ്യുന്നതിനു രജിസ്ട്രാർ അവർകൾക്കു അധികാരം ഉണ്ടായിരിക്കുന്നതാണ്. മേൽപ്പറഞ്ഞവിധം ഒരു സംഘം സ്ഥാപിതമാകുമ്പോൾ ഫണ്ടിനെ അപ്രകാരമുള്ള സംഘത്തിന്റെ കരുതൽധനത്തിനു മുതൽ ചേർക്കേണ്ടതാകുന്നു.

൩൬. സംഘാതിർത്തിയിൽനിന്നും ഏതെങ്കിലും ഒരു സ്ഥലത്തെ വേർപെടുത്തി ആ സ്ഥലത്തേക്ക പുതിയ ഒരു സംഘം രജിസ്റ്റർ ചെയ്യുന്നതിനു പൊതുയോഗം തീരുമാനിക്കുകയാണെങ്കിൽ സംഘത്തിന്റെ കരുതൽ ധനത്തിൽനിന്നും ഒരുഭാഗം ആ പുതിയ സംഘത്തിലേയ്ക്കു നീക്കംചെയ്യുന്നതിനു ആ പൊതുയോഗം തീരുമാനിക്കേണ്ടതും രജിസ്ട്രാർ അവർകളുടെ അനുവാദത്തോടുകൂടി നീക്കംചെയ്യേണ്ടതുമാകുന്നു.

### പലവക.

൩൭. സഹകരണസംഘം രജിസ്ട്രാർ അവർകളുടെ മുൻകൂട്ടിയുള്ള അനുവാദംകൂടാതെ ഒരു നിബന്ധന ഭേദപ്പെടുത്തുകയോ മാററുകയോ, ദുർബലപ്പെടുത്തുകയോ, ഒരു പുതിയനിബന്ധന ഏർപ്പെടുത്തുകയോ ചെയ്തുകൂടാവുന്നതല്ല. നിബന്ധന മാററുകയോ ഭേദപ്പെടുത്തുകയോ ചെയ്യുന്നതു് സംഘം വാങ്ങിയ കടങ്ങൾക്കു മെമ്പറന്മാർക്കുള്ള ബാദ്ധ്യതയുടെ സ്വഭാവത്തെയും ആ ബാദ്ധ്യത എത്രത്തോളമുണ്ടെന്നുള്ളതിനെയും സംബന്ധിച്ചതായിരിക്കുമ്പോൾ ആ മാററമോ ഭേദമോ ഉത്തമർണ്ണർകൂടി അനുവദിക്കുന്നതുവരെ സാധുവാകുന്നതല്ല.

൩൮. സംഘത്തിനും അതിലെ മെമ്പറന്മാർക്കും തമ്മിൽ തർക്കങ്ങൾ ഉണ്ടാകുന്നതായാൽ അതിനെപ്പററി സംഘംരജിസ്ട്രാർ അവർകൾക്ക് റിപ്പോർട്ടുചെയ്യേണ്ടതും അതിന്മേൽ അദ്ദേഹത്തിന്റെ തീർപ്പു അവസാനതീർപ്പായിരിക്കുന്നതും ആകുന്നു. അതുകൂടാതെ വല്ല ചട്ടത്തെയോ ഏതെങ്കിലും വല്ല വകുപ്പിനെയോ വ്യാഖ്യാനിക്കുന്ന കാര്യത്തിന് വല്ല സംശയവും ഉണ്ടാകുമ്പോൾ ആ കാര്യത്തിൽ രജിസ്ട്രാർ അവർകളുടെ തീർച്ച അവസാന തീർച്ചയായിരിക്കുന്നതാകുന്നു.

൩൯. ആണ്ടുതോറും മിഥുനമാസം ൩൧-ാം൹-ക്കകത്തിൽ

(൧) കഴിഞ്ഞ കൊല്ലത്തെ വരവു ചെലവു കാണിക്കുന്ന ഒരു കണക്കും,

(ഡ.) ആ കൊല്ലം ഒടുവിലത്തെ തീയതിക്കിരിപ്പുള്ള മുതലുകളും നിൽപ്പുള്ള കടങ്ങളും കാണിക്കുന്ന ഒരു കണക്കും.

(ഢ.) ആ കൊല്ലത്തെ ലാഭനഷ്ടങ്ങളെ കാണിക്കുന്ന ഒരു കണക്കും സംഘത്തിൽനിന്നും തയാറാക്കി താമസംകൂടാതെ രജിസ്ട്രാർ അവർകൾക്ക് അയയ്ക്കേണ്ടതാകുന്നു. രജിസ്ട്രാർ അവർകൾ അവയെ പരിശോധിച്ചു ശരിയെന്ന് ആഡിററു സർട്ടിഫിക്കെററു കൊടുത്തതിനുശേഷം രജിസ്ട്രാർ അവർകൾ നിശ്ചയിക്കുന്ന വിധത്തിൽ സംഘം ആ കണക്കുകൾ പ്രസിദ്ധപ്പെടുത്തുകയും വേണം.

(ണ) ഇരുപ്പുള്ള സാമാനങ്ങളുടെ സ്റ്റാക്കു സ്റ്റേറ്റുമെൻറ്.

൧൯. സംഘം മെമ്പറന്മാർ തമ്മിലോ മുമ്പു സംഘത്തിലെ മെമ്പറന്മാരായിരുന്നവർ തമ്മിലോ ഒരു മെമ്പർവഴിയായോ മുമ്പു മെമ്പറായിരുന്ന ആൾ വഴിയായോ, അവകാശപ്പെടുന്ന ആളുകൾ തമ്മിലോ, മെമ്പറോ മുമ്പു മെമ്പറായിരുന്ന ആളോ അങ്ങനെ അവകാശപ്പെടുന്ന ആളുകളോ ഇവരും കമ്മററിക്കാരും തമ്മിലോ സംഘത്തിന്റെ പ്രവൃത്തിയെപ്പററി ഒരു തർക്കം ഉണ്ടാകുന്ന സംഗതിയിൽ അതു എഴുത്തുമൂലം വല്ല കക്ഷികളും രജിസ്ട്രാർ അവർകളുടെ തീർപ്പിനയയ്ക്കാം. ഇപ്രകാരംതന്നെ ഒരു മെമ്പറോ, മുമ്പു മെമ്പറായിരുന്ന ആളോ ഒരു മെമ്പർവഴിയായോ, മുമ്പു മെമ്പറായിരുന്ന ആൾ വഴിയായോ അവകാശപ്പെടുന്ന ആളുകളോ സംഘത്തിനു കൊടുക്കേണ്ടതായ വല്ല കടംപററിയെപ്പററിയും ഒരു തർക്കം ഉണ്ടാകുന്ന സംഗതിയിൽ ഇതുതക്ഷികളാരെങ്കിലും എഴുത്തുമൂലം രജിസ്ട്രാർ അവർകളുടെ തീർപ്പിനയയ്ക്കാം. രജിസ്ട്രാർ അവർകൾ അങ്ങനെയുള്ള ഒരു തർക്കത്തെ താൻതന്നെ തീർപ്പുചെയ്കയോ സംഘത്തിന്റെ സംഘറൂൾസ് പിരിവിൻപ്രകാരം ഒരു മദ്ധ്യസ്ഥനോ, മദ്ധ്യസ്ഥന്മാർക്കോ തീർച്ചചെയ്യാൻ അയയ്ക്കുകയോ ചെയ്യാം. രജിസ്ട്രാർ അവർകളോ, മദ്ധ്യസ്ഥനോ മദ്ധ്യസ്ഥന്മാരോ കല്പിക്കുന്ന തീർപ്പ് ഒടുവിലത്തെ തീർപ്പായിരിക്കുന്നതും അതിനെ സംഘം ഏതു സിവിൽക്കോർട്ടിന്റെ അതിർത്തിയിൽ പെട്ടിരിക്കുന്നുവോ ആ കോർട്ടിൽ നടത്തുവാൻ കൊടുക്കയും ചെയ്യാം.

൨൦. സംഘംവക മുതൽ മോഷണംപോകയോ, അല്ലെങ്കിൽ മററുവിധത്തിൽ നഷ്ടംവരികയോ ചെയ്താൽ അതു തിരിച്ചുകിട്ടുന്നതു സാദ്ധ്യമല്ലാതെ വരുന്നപക്ഷം സംഘം ചേർപ്പിച്ചിരിക്കുന്ന യൂണിയന്റെയോ യൂണിയൻ ഇല്ലാത്തപക്ഷം രജിസ്ട്രാർ അവർകളുടെയോ അനുവാദത്തോടുകൂടി ആ തുക കണക്കിൽ കുറവുചെയ്യുന്നതിനു പൊതുയോഗത്തിനു തീർമാനിക്കാവുന്നതാകുന്നു.

൨൧. സംഘത്തിനു ഒരു പൊതുമുദ്ര ഉണ്ടായിരിക്കണം.

൨൨. ഈ നിബന്ധനകൾക്കായി അവയിൽ പറയുന്ന "രൂപാ" എന്ന പദം ൨൮ ചക്രം ൮ കാശു വിലയുള്ള ഒരു ബ്രിട്ടീഷ് രൂപാ ആയിരിക്കും.

൨൩. ഒരു മെമ്പറായി സ്വീകരിക്കപ്പെട്ട ആൾ നിബന്ധനകളുടെ ഒരു പ്രതി സംഘം നിശ്ചയിക്കുന്ന വിലകൊടുത്തു വാങ്ങേണ്ടതാണ്.

൨൪. ഇരുപത്തിഅഞ്ചു രൂപായിൽ കൂടുതലായി സംഘത്തിലുണ്ടായിരിക്കാവുന്ന സംഖ്യ നീക്കിയിരിപ്പുകളും അപ്പപ്പോൾ അഞ്ചൽ സേവിംഗ്സ് ബാങ്കിൽ നിക്ഷേപിക്കേണ്ടതാകുന്നു. ഇപ്രകാരം നിക്ഷേപിക്കാത്ത സംഘംവക മുതൽ കൈവശം വച്ചുകൊണ്ടിരുന്നാൽ അങ്ങിനെ വച്ചുകൊണ്ടിരിക്കുന്ന സംഖ്യയ്ക്കു കൈവശക്കാരിൽനിന്നും കൊല്ലമൊന്നുക്കു നൂററിനു ൨൮ വീതമുള്ള പലിശ ഈടാക്കപ്പെടുന്നതാണ്.

൮൬-ാംനമ്പർ നിബന്ധനപ്രകാരം ചെയ്യുന്ന ഉടമ്പടികളുടെ സൂചന.

| ൧<br>തുടർച്ച നമ്പർ | ൨<br>ചെല്ലുയോഗ്യ തീയതി | ൩<br>നിബന്ധന നമ്പർ | ൪<br>ഉടമ്പടിയുടെ സാരാംശം | ൫<br>രജിസ്ട്രാരുടെ അനുവാദം നമ്പർ തീയതി | ൬<br>മിനിട്ടുബുക്കിന്റെ ഏതു ഭാഗത്തിൽ ഒട്ടിച്ചു | ൭<br>സെക്രട്ടറിയുടെ അടയാളം |
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അപേക്ഷകന്മാരുടെ വിവരം.

| ൧<br>ക്രമ നമ്പർ | ൨<br>അപേക്ഷകന്റെ പേര് | ൩<br>അച്ഛന്റെയോ അമ്മാവന്റെയോ പേര് | ൪<br>ജാതി | ൫<br>വയസ്സ് | ൬<br>ഓഹരി | ൭<br>ഒപ്പ് |
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# PART III.

## Registers and Forms.

I. Unlimited Liability Society.
II. Limited Liability Society.
III. Distributive Stores.
IV. Supervising Unions.

## പുസ്തകങ്ങളും ഫാറങ്ങളും.

## ക്ലിപ്തരഹിതസംഘങ്ങൾ.

### പുസ്തകങ്ങൾ.

൧. മിനിട്ടുബുക്ക്
൨. പ്രവേശനരജിസ്റ്റർ
൩. നാൾവഴി
൪. വായ്പപ്പേരേടു
൫. വസ്തുഅപേക്ഷരജിസ്റ്റർ
൬. ചുമതലരജിസ്റ്റർ
൭. [illegible] ചിലവുഇനംതിരിച്ചുള്ളരജിസ്റ്റർ
൮. സ്ഥിരനിക്ഷേപരജിസ്റ്റർ
൯. സേവിംഗ്സ്/കറൻറനിക്ഷേപരജിസ്റ്റർ
൧൦. കെട്ടുതെങ്ങുനിക്ഷേപരജിസ്റ്റർ
൧൧. കേന്ദ്രസംഘങ്ങളിൽനിന്നും എടുത്തിട്ടുള്ള വായ്പവാങ്ങുന്നവിവരംരജിസ്റ്റർ
൧൨. കരുതൽധനനിക്ഷേപരജിസ്റ്റർ
൧൩. കേന്ദ്രസംഘങ്ങളിലെഓഹരിവിവരം രജിസ്റ്റർ
൧൪. പൊതുനന്മഫണ്ട്, കെട്ടിടഫണ്ട് മുതലായവകളുടെരജിസ്റ്റർ
൧൫. അകപ്പിടസ്വത്തുകൾ
൧൬. വരവുവരുന്നതുകകൾപതിക്കുന്നരജിസ്റ്റർ
൧൭. അയക്കുന്നതുകകൾ പതിക്കുന്നരജിസ്റ്റർ
൧൮. പേർസ. ധക്കനി പുസ്തകം
൧൯. വൗച്ചർഫയൽ
൨൦. ചിലവുരജിസ്റ്റർ
൨൧. റിക്കാർഡുകളുടെയും പുസ്തകങ്ങളുടെയുംരജിസ്റ്റർ
൨൨. സിൽബന്തിച്ചിലവും തൻചിലവുംരജിസ്റ്റർ
൨൩. അകസാമാനങ്ങളുടെരജിസ്റ്റർ
൨൪. വസ്തുവിവരപ്പട്ടിക
൨൫. വായ്പഓഹരി എന്നിവയുടെതവണവിവരം
൨൬. കുടിശികക്കാരുടെവക വസ്തുക്കൾലേലത്തിൽ പിടിച്ചിട്ടുള്ളവിവരംകാണിക്കുന്നരജിസ്റ്റർ
൨൭. കേസുരജിസ്റ്റർ
൨൮. തീർന്നവായ്പകളെ സംബന്ധിച്ച രജിസ്റ്റർ
൨൯. അനാമത്തു രജിസ്റ്റർ
൩൦. സംഘത്തിനു വരുവാനുള്ളമററിനംമുതലുകൾക്കുള്ളരജിസ്റ്റർ
൩൧. ലാഭവീതംകൊടുക്കുന്നതിനുള്ളരജിസ്റ്റർ
൩൨. കൃഷ്യാദിസാധനങ്ങൾ വാങ്ങിക്കുന്നവകക്കുള്ളരജിസ്റ്റർ
൩൩. കൃഷ്യാദിസാധനങ്ങൾവിൽക്കുന്നവകക്കുള്ളരജിസ്റ്റർ
൩൪. അംഗങ്ങളുടെ പാസുബുക്ക്

### ഫാറങ്ങൾ.

൧. രസീതു
൨. കെട്ടുതെങ്ങുനിക്ഷേപരസീതു

൩. അംഗമായിച്ചേരുന്നതിനും ഓഹരിയെടുക്കുന്നതിനും ഉള്ള അപേക്ഷ
൪. വായ്പ അപേക്ഷ
൫. വസ്തുജാമ്യത്തിന്മേൽ വായ്പകൾക്കുള്ള അപേക്ഷ
൬. ജാമ്യക്കടപ്പത്രം
൭. വായ്പയുടെ കാലാവധി നീട്ടുന്നതിനുള്ള അപേക്ഷ
൮. നിക്ഷേപാരംഭ അപേക്ഷ
൯. ഡിവിഡന്റു ലാഭവിഹിതത്തിനുള്ള വൗച്ചർ
൧൦. മാസാന്ത്യക്കണക്ക്

## ൨. മിനിട്ടുപുസ്തകം.

ഈ പുസ്തകത്തിൽ താഴെപറയുന്നവയുടെ പകർപ്പുകൾ ആദ്യമായി ചേർത്ത് രജിസ്ട്രാരുടെ മുദ്രപതിപ്പിച്ചിരിക്കേണ്ടതാണ്.

(എ) സംഘം രജിസ്റ്റർ ചെയ്യുന്നതിനുള്ള അപേക്ഷ
(ബി) രജിസ്ട്രാർ അംഗീകരിച്ച ബൈലാസുകൾ
(സി) രജിസ്ട്രേഷൻ സർട്ടിഫിക്കറ്റ്. ഇവയെ തുടർന്ന് പൊതുയോഗങ്ങളുടെയും, കമ്മറ്റികളുടെയും നിശ്ചയങ്ങൾ അടങ്ങിയ നടപടികൾ എഴുതേണ്ടതാണ്. പൊതുയോഗങ്ങൾക്കും കമ്മറ്റിയോഗങ്ങൾക്കും പ്രത്യേകം പ്രത്യേകം തുടർച്ചനമ്പരുകൾ കൊടുക്കണം. അതുപോലെതന്നെ പൊതുയോഗങ്ങളിലെയും, കമ്മറ്റിയിലെയും നിശ്ചയങ്ങൾക്ക പ്രത്യേക തുടർച്ച നമ്പരുകൾ ഉണ്ടായിരിക്കണം. മിഥുനമാസം ആദ്യം ആരംഭിച്ച് ഇടവം ഒടുവിൽ അവസാനിക്കുന്ന ഓരോ സഹകരണ വർഷത്തിലും നടക്കുന്ന യോഗങ്ങൾക്കും നിശ്ചയങ്ങൾക്കും തുടർച്ച നമ്പരുകൾ ഉണ്ടായിരിക്കേണ്ടതാണ്. പൊതുയോഗങ്ങൾ കൂടുമ്പോൾ യോഗത്തിന്റെ തീയതി, സ്ഥലം, ഇവ ആദ്യമായി മിനിട്ട് ബുക്കിൽ എഴുതിയിരിക്കണം. അടുത്തതായി പ്രസിഡന്റിന്റെ പൂർണ്ണവിലാസം, കമ്മറ്റിമെമ്പറൻമാരുടെ പേരുവിവരം ഇവ, ഒന്നിനു താഴെയായി എഴുതിയിരിക്കണം. പ്രസിഡന്റ് ഹാജരില്ലാത്തപക്ഷം ഹാജരായിട്ടുള്ള എല്ലാ മെമ്പറൻമാരുടെയും പേരുകൾ എഴുതേണ്ടതും അവയിൽ ആരു അദ്ധ്യക്ഷനായി എടുക്കപ്പെട്ടു ആ ആളിന്റെ പേർ പ്രത്യേകം എഴുതേണ്ടതാണ്.

യോഗം തുടങ്ങുന്നതിനുമുമ്പ് ഹാജരുള്ള മെമ്പറൻമാരുടെ പേരുകൾക്കെതിരായി അവരുടെ ഒപ്പ് ഇടേണ്ടതാകുന്നു. എല്ലാ നിശ്ചയങ്ങളും തുടർച്ചയായി എഴുതി നമ്പർ ഇടേണ്ടതും; യോഗനടപടികൾ പ്രസിഡന്റോ, അദ്ധ്യക്ഷനോ ഒപ്പിടേണ്ടതുമാണ്.

കമ്മറ്റിയോഗങ്ങൾ കൂടുമ്പോൾ സ്ഥലവും തീയതിയും ആദ്യം എഴുതണം, നിശ്ചയങ്ങൾ തുടർച്ചയായി എഴുതി നമ്പരുകൾ കൊടുക്കപ്പെടണം, യോഗനടപടിയുടെ അവസാനത്തിൽ ഹാജരുള്ള കമ്മറ്റി അംഗങ്ങൾ ഒപ്പിടണം. ഓരോ കാര്യത്തിനും പ്രത്യേക നിശ്ചയം പാസാക്കേണ്ടതും എന്നാൽ നിശ്ചയങ്ങളുടെ വിഷയം ഒന്നുതന്നെയും എന്നാൽ അതുകൊണ്ടു ബാദ്ധ്യസ്ഥന്മാരാകുന്ന അംഗങ്ങൾ വേറെ വേറെയും ആണെങ്കിൽ പ്രത്യേക നിശ്ചയങ്ങൾ ഉണ്ടായിരിക്കേണ്ടതുമാകുന്നു.

യോഗങ്ങൾക്കും നിശ്ചയങ്ങൾക്കും കൊടുക്കുന്ന തുടർച്ച നമ്പരുകൾ ഇടവമാസം അവസാനത്തിൽ അവസാനിപ്പിക്കേണ്ടതാണ്. യോഗങ്ങൾക്കും, നിശ്ചയങ്ങൾക്കും പ്രത്യേക തുടർച്ച നമ്പരുകൾ കൊടുക്കുന്നതിന്റെ ഉദ്ദേശം ഒരൊറ്റ നോട്ടത്തിൽ ഏതെങ്കിലും ഒരു സഹകരണ വർഷത്തിൽ എത്ര യോഗങ്ങൾ കൂടിയെന്നും, ഓരോ തരത്തിലുള്ള യോഗങ്ങളിൽ ആകെ എത്ര നിശ്ചയങ്ങൾ പാസ്സാക്കിയെന്നും അറിയുന്നതിലേക്കാകുന്നു.

## പ്രവേശന രജിസ്റ്റർ.

അംഗനമ്പർ
അംഗത്തിന്റെ പേര്
ഇരട്ടപ്പേര്
മേൽവിലാസം
ജാതി
തൊഴിൽ
{ അംഗമായി ചേർക്കുവാൻ തീരുമാനിച്ച
{ നിശ്ചയനമ്പർ.........തീയതി
ചേർന്ന തീയതി

| എടുത്ത ഓഹരി എണ്ണം | ഓഹരിമുതലിൽ അടച്ചുതീർക്കേണ്ട സംഖ്യ | അടക്കേണ്ടുക | | അടച്ചത് | | ബാക്കി | | ആകെ അടച്ചുതീർത്ത ഓഹരി മുതൽ | ഓഹരിമുതലിനു പുറമെ സംഘത്തിന്റെ ഋണബാധ്യതക്ക് ഉത്തരവാദം ചെയ്യേണ്ട സംഖ്യ | അംഗത്തിന്റെ ഒപ്പും ഒപ്പില്ലാത്ത പക്ഷം വിരൽപതിപ്പും അതിനു രണ്ടു സാക്ഷികളുടെ ഒപ്പും | പിൻതുടർച്ചാവകാശികളായി നിശ്ചയിക്കപ്പെട്ടവരുടെ പേരും മേൽവിലാസവും | സംഘത്തിൽനിന്നും നീക്കിയ തീയതി | സെക്രട്ടറിയുടെ ഒപ്പും | ആഡിറ്ററുടെ ഒപ്പും | തിരിയെക്കൊടുത്ത ഓഹരി | | | തീരുമാന നമ്പർ | അംഗത്തിന്റെ ഒപ്പും ഒപ്പില്ലാത്തപക്ഷം വിരൽ പതിപ്പും അതിനു രണ്ടു സാക്ഷികളുടെ ഒപ്പും | ബാക്കി നില്പ് | | സിക്രട്ടറിയുടെ ഒപ്പ് | ആഡിറ്ററുടെ ഒപ്പ് |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | തീയതി | തുക | തീയതി | തുക | തീയതി | തുക | | | | | | | | തീയതി | തിരിയെക്കൊടുത്ത ഓഹരി എണ്ണം | തിരിയെക്കൊടുത്ത തുക | | | ഓഹരി എണ്ണം | ഓഹരി തുക | | |
| | | | | | | | | | | | | | | | | | | | | | | | |

## നാൾവഴി.

| ആണ്ടു മാസം തീയതി | രസീതുനമ്പർ | അംഗത്തിന്റെ നമ്പർ | അംഗത്തിന്റെ പേരും മറ്റു വിവരവും | കമ്മിററിയുടെ തീരുമാന നമ്പർ | ഏറെടവു് വശം/പവച്ചത് നമ്പർ | വരവു് | ചിലവു് |
|---|---|---|---|---|---|---|---|
| | | | | | | | |

## വായ്പ ഏറെടവ്.

വായ്പ നമ്പർ
വായ്പക്കാരന്റെ നമ്പരും പേരും
വായ്പത്തുക (അക്ഷരത്തിൽ)
വായ്പയുടെ ആവശ്യം
ജാമ്യത്തിന്റെ സ്വഭാവം...... ജാമ്യക്കാരുടെ നമ്പരും പേരും } ൧ ൨
വായ്പ കൊടുത്ത തീയതി
കടം വീട്ടേണ്ട കാലാവധി (എത്രമാസം)
അനുവാദ നമ്പർ.....തീയതി
വായ്പക്കാരന്റെ ഒപ്പ്

തവണ വിവരം

അന്യായം സംബന്ധിച്ച വിവരങ്ങൾ
൧. അന്യായം കൊടുക്കാൻ തീരുമാനിച്ച നിശ്ചയ നമ്പരും തീയതിയും
൨. അന്യായം അയച്ച തീയതി
൩. കേസ് നമ്പർ
൪. വിധിയായ തീയതി
൫. വിധിത്തുക എ. മുതൽ
ബി. പലിശ
സി. മററിനം

മദ്ധ്യസ്ഥൻ

| തീയതി | വസൂലാക്കേണ്ട തുക | മുതൽ | | | | രസീതു | ആദായം | പലിശ | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | ഈടാക്കേണ്ട തുക | ഈടായ തുക | കുടിശ്ശിക തുക | ബാക്കി നില്പ് | | | ഈടാക്കിയ തീയതി | ഏതു തീയതിവരെ പലിശ കണക്കാക്കി എന്ന് | ഈടാക്കേണ്ട പലിശ | ഈടാക്കിയ പലിശ | ബാക്കിനില്പ് |
| | | | | | | | | | | | | |

## 5.

## വായ്പഅപേക്ഷ രജിസ്റ്റർ.

| ക്രമനമ്പർ | അപേക്ഷിച്ച തീയതി | അപേക്ഷകന്റെ പേര് | വായ്പത്തുക | ജാമ്യത്തിന്റെ സ്വഭാവം | ജാമ്യക്കാരുടെ പേരുവിവരം | അപേക്ഷകന്റെ മററുബാദ്ധ്യതകൾ | ഈടുവസ്തുവിവരം | തീരുമാനവിവരങ്ങൾ | അനുവദിച്ച | | വായ്പകൊടുത്ത | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | തീയതി | തുക | തീയതി | തുക | സെക്രട്ടറി |
| | | | | | | | | | | | | | |

## 6.

## ചുമതല രജിസ്റ്റർ.

൧. അംഗത്തിന്റെ നമ്പരും പേരും
൨. അംഗത്തിന്റെ വസ്തുക്കളുടെ പിടിപ്പുവില
൩. എടുത്തിട്ടുള്ള ഓഹരിയെണ്ണം
൪. ആകെ അടച്ചിട്ടുള്ള ഓഹരിത്തുക
൫. കൊടുക്കാവുന്ന വായ്പയുടെ പരമാവധിത്തുക
൬. ജാമ്യംനിൽക്കാവുന്ന വായ്പയുടെ പരമാവധിത്തുക

| നേരിട്ടെടുത്തിട്ടുള്ള വായ്പവിവരം | | | | | | | | ജാമ്യംനിന്നിട്ടുള്ള വായ്പവിവരം | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| തീയതി | കൊടുത്ത | | തിരികെ ഒടുക്കിയ | | ബാക്കിനില്പുതുക | സെക്രട്ടറി | ആഡിററർ | തീയതി | കൊടുത്ത | | തിരികെ ഒടുക്കിയ | | ബാക്കിനില്പുതുക | ഈ മെമ്പർ ഏതു മെമ്പർക്കുവേണ്ടി ജാമ്യംനിൽക്കുന്നുവോ ആ മെമ്പറിന്റെ നമ്പർ | സെക്രട്ടറി | ആഡിററർ |
| | വായ്പ നമ്പർ | തുക | വായ്പ നമ്പർ | തുക | | | | | വായ്പ നമ്പർ | തുക | വായ്പ നമ്പർ | തുക | | | | |
| | | | | | | | | | | | | | | | | |

## വരവുചെലവ് ഇനംതിരിച്ചുള്ള രജിസ്റ്റർ.

### വരവ്.

| തീയതി | ഓഹരി | പ്രവേശനഫീസ് | അംഗങ്ങളിൽനിന്നുള്ള നിക്ഷേപം | | | അംഗങ്ങളല്ലാത്തവരിൽനിന്നുള്ള നിക്ഷേപം | | | മററു സംഘങ്ങളിൽനിന്നും വാങ്ങു | അംഗങ്ങൾ തിരികെ ഒടുക്കിയ കടങ്ങൾ | ഇടപാട പലിശ | | | | | | മററിനം | ആകെ വരവ് |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | സ്ഥിരം | സേവിംഗ്സ് | | സ്ഥിരം | സേവിംഗ്സ് | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |

### ചിലവ്

| തീയതി | തിരികെ കൊടുത്ത ഓഹരിമുതൽ | തിരികെ കൊടുത്ത അംഗങ്ങളുടെ നിക്ഷേപം | | | തിരികെ കൊടുത്ത അംഗങ്ങളല്ലാത്തവരുടെ നിക്ഷേപം | | | കൊടുത്ത കടങ്ങൾ | | മററുസംഘങ്ങൾക്കു തിരികെ കൊടുത്ത വാങ്ങുകടം | നിക്ഷേപങ്ങൾക്കും വാങ്ങുകടത്തിനും കൊടുത്ത പലിശ | സ്ഥിരാവശ്യങ്ങൾക്കുള്ള ചിലവു | നടപ്പുചിലവുകൾ | | | മററിനം | ആകെ ചിലവ് |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | സ്ഥിരം | സേവിംഗ്സ് | | സ്ഥിരം | സേവിംഗ്സ് | | അംഗങ്ങൾക്ക് | മററുവിധം | | | | | | | | |
| | | | | | | | | | | | | | | | | | |

**വരവുചെലവ് ഇനംതിരിച്ചുള്ള രജിസ്റ്റർ.** നാൾവഴിയിൽനിന്നും തരംതിരിച്ച് സം ഇനംതിരിച്ച് ഈ രജിസ്റ്ററിൽ പതിക്കയും മാസാന്ത്യത്തിൽ തുകകളെ കൂട്ടുകയും ചെയ്യണം.

നോട്ട്:—ഒഴിച്ചിട്ടപ്പെട്ട മേൽകാണിച്ച കള്ളികളിൽ ആവശ്യാനുസരണമുള്ള ഇനങ്ങൾ എഴുതിക്കൊള്ളാവുന്നതാണ്.

(വ)

**സ്ഥിരനിക്ഷേപരജിസ്റ്റർ.**

ക്ളിപ്തസഹിതസംഘങ്ങളുടെ മാതൃകതന്നെ.

(ശ)

**സേവിംഗ്സും കറന്റും നിക്ഷേപരജിസ്റ്റർ.**

ക്ളിപ്തസഹിതസംഘങ്ങളുടെ മാതൃകതന്നെ.

(ഷ)

**കെട്ടുതെങ്ങുനിക്ഷേപരജിസ്റ്റർ.**

ക്ളിപ്തസഹിതസംഘങ്ങളുടെ മാതൃകതന്നെ.

## ൮൮

## കേന്ദ്രസംഘങ്ങളിൽനിന്നും എടുത്തിട്ടുള്ള വായ്പവിവര രജിസ്റ്റർ.

(ക്ലിപ്തസഹിതസംഘങ്ങളുടെ മാത്രം തന്നെ)

## ൮൯

## കളവാൽ ധനനാശക്കേസ് രജിസ്റ്റർ

| ഏതുകൊല്ലത്തെ, വകയെന്ന | ലാഭത്തിൽനിന്നും അടയ്ക്കേണ്ടതു് | പിരിക്കാൻ പാടില്ലാത്ത ബാക്കി, മറവുവന്നതും, ഏതിവയിൽനിന്നും ചേർത്തതു് | ആകെ | കളവധനത്തിന്റെ സ്ഥിതി |  |  |  |  |  |  | പലിശ പറ്റിയ വിവരം |  |  |  | റിമാർക്ക് |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
|  |  |  |  | തീയതി | റൊക്കം അടച്ചതു് | വകമാററിയോ മറവുവിലയോ അടച്ചതു് | മടക്കി വാങ്ങിയതു് | ഓരോ ഇടപാടിനും ശേഷമുള്ള സംഖ്യ | നിക്ഷേപിച്ചിരിക്കുന്ന സ്ഥാപനം |  | തീയതി | ഏതുതീയതിവരെയുള്ള പലിശ പറ്റി എന്ന് | പറ്റിയതുക | ബാക്കി |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

## ൯൦

## കേന്ദ്രസംഘങ്ങളിലെ ഓഹരിവിവരം രജിസ്റ്റർ.

| സെൻട്രൽ ബാങ്ക് |  |  |  |  |  | താലൂക്ക ബാങ്ക് |  |  | ഓഹരി അടച്ച |  |  |  |  |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ഓഹരിയെടുത്ത ആണ്ടു മാസം തീയതി | ഓഹരി എണ്ണം | ഓഹരിവില | ഓഹരി അടച്ച |  | ആകെ അടച്ചിട്ടുള്ള തുക | ഓഹരിയെടുത്ത ആണ്ടു മാസം തീയതി | ഓഹരി എണ്ണം | ഓഹരിവില | തീയതി | തുക | ആകെ അടച്ചിട്ടുള്ള തുക | സെക്രട്ടറി | ആഡിറ്റർ |
|  |  |  | തീയതി | തുക |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |

൫൮

## പ്രൊവിഡൻറഫണ്ടു് റിലീഫ്ഫണ്ടു് മുതലായവയ്ക്കുള്ള രജിസ്റ്റർ.

| ആണ്ടു മാസം തീയതി | വരവു വിവരം | വരവു തുക | ആകെ വരവു് | ചിലവു് | ബാക്കി | സെക്രട്ടറി | ആഡിറ്റർ | റിമാർക്ക് |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

നോട്ട.—ഓരോ ഫണ്ടുകൾക്കും പ്രത്യേകം ലഡ്ജറും ഉണ്ടായിരിക്കണം.

൫൯

## അക്വിട്ടൻസ്റോൾ

........ ആണ്ടു് ........ മാസത്തെ സിൽബന്തികളുടെ ശമ്പളം.

| ക്രമനമ്പർ | സിൽബന്തിയുടെ പേരു് | ഉദ്യോഗപ്പേര | ശമ്പളത്തിന്റെ നിരക്ക | കൊടുക്കേണ്ട ശമ്പളം | പിഴമുതലായതു് | മേൽകൊടുക്കേണ്ടുന്ന തുകയിൽ നിറുത്തി വച്ചതു് | പ്രാവിഡൻറഫണ്ടിലേക്ക നീക്കി വച്ചതു് | നീക്കിത്തീരു | കൊടുത്ത തുക | ശമ്പളം വാങ്ങുന്ന ആളിന്റെ ഒപ്പു് | റിമാർക്ക്സ് |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | |

൧൬

## വരവു ലററുകൾ പതിക്കുന്ന രജിസ്റ്റർ

| ക്രമനമ്പർ | വരവുതീയതി | ലററർസംബന്ധിച്ചുള്ള വിവരങ്ങൾ | | | സംഗതിച്ചുരുക്കം | ഉള്ളടക്കങ്ങളുടെ എണ്ണം | മറുപടി വിവരം | | റിമാർക്ക് |
|---|---|---|---|---|---|---|---|---|---|
| | | നമ്പർ | തീയതി | എവിടെനിന്നും വരുന്നു | | | നമ്പർ | തീയതി | |
| | | | | | | | | | |

൧൭

## അയക്കുന്ന ലററുകൾ പതിക്കുന്ന രജിസ്റ്റർ.

| അയക്കുന്ന തീയതി | ക്രമനമ്പർ | ആർക്കയക്കുന്നു എന്ന് | റിപ്പോർട്ടുചുരുക്കം | വരവുരജിസ്റററിലെ നമ്പരും തീയതിയും | ഉള്ളടക്കങ്ങളുടെ എണ്ണം | സ്ററാമ്പുചിലവു് | റിമാർക്ക് |
|---|---|---|---|---|---|---|---|
| | | | | | | | |

## 18

### പരിശോധനക്കുറിപ്പു പുസ്തകം.

ഈ പുസ്തകം സഹകരണസംഘം രജിസ്ട്രാരുടെയും മറ്റുദ്യോഗസ്ഥന്മാരുടെയും പരിശോധനക്കുറിപ്പുകൾ എഴുതുന്നതിനായി ഉദ്ദേശിക്കപ്പെട്ടിട്ടുള്ളതാകുന്നു.

## 19

### വൌച്ചർ ഫയൽ.

ചിലവിനുള്ള എല്ലാ വൌച്ചറുകളും (ജാമ്യക്കടപ്പത്രം ഒഴികെ) ഇതിൽ സൂക്ഷിക്കേണ്ടതാണ്. അഞ്ചൽമാസ്റ്ററോ പോസ്റ്റ്മാസ്റ്ററോ ഒപ്പിട്ടിട്ടുള്ള രസീതുകളും ഇതിൽ തന്നെ സൂക്ഷിക്കണം.

## 20

### ചിലവു രജിസ്റ്റർ.

| തീയതി | ചിലവു വിവരം | കൈപ്പറ്റുന്ന ആളിന്റെ ഒപ്പ് | തുക | ഇടപാടുന്ന ആളിന്റെ ഒപ്പ് | സെക്രട്ടറി | ആഡിറ്റർ | റിമാർക്സ് |
|---|---|---|---|---|---|---|---|
| | | | | | | | |

കുറിപ്പ്.—(൧) വൌച്ചർ പ്രത്യേകം വാങ്ങിച്ചിട്ടില്ലാത്ത എല്ലാ ചിലവുകൾക്കും പണം പറ്റുന്നതായാൽ ഈ പുസ്തകത്തിൽ ഒപ്പിട്ടിരിക്കണം. പ്രത്യേക വൌച്ചർ ഉള്ളപക്ഷം ആ വിവരം റിമാർക്സ് കാളത്തിൽ കുറിച്ചിരിക്കണം.

(൨) എല്ലാ ചിലവുകളും അനുക്രമമായി ഈ രജിസ്റ്ററിൽ രേഖപ്പെടുത്തിയിരിക്കണം.

## 21

### റിക്കാർഡുകളുടെയും പുസ്തകങ്ങളുടെയും രജിസ്റ്റർ.

| ക്രമനമ്പർ | റിക്കാർഡ്, രജിസ്റ്റർ ഇവയുടെ വിവരം | എണ്ണം | റിമാർക്സ് |
|---|---|---|---|
| | | | |

## സിൽബന്ധികചെലവും തൻചെലവും രജിസ്റ്റർ.

| | | ചെലവിനങ്ങൾ | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ബഡ്ജററു അനുവദിച്ചതുക | | ശമ്പളം | സൂപ്പവിഷൻ ഫണ്ട | പ്രതിനിധി ഫീസ് | വാടക | അഞ്ചൽ | സ്റ്റേഷണറി | വിളക്ക വച്ച് | യാത്രച്ചിലവു | | | ആകെ ചെലവ് |
| | | രൂ. ച. കാ | രൂ. ച. കാ | രൂ. ച. കാ | രൂ. ച. കാ | രൂ. ച. കാ | രൂ. ച. കാ | രൂ. ച. കാ | രൂ. ച. കാ | | | |
| ആണ്ടുമാസം തീയതി | ചിലവു വിവരവും പണം പററുന്നയാളിന്റെ പേരും | രൂ. ച. കാ | രൂ. ച. കാ | രൂ. ച. കാ | രൂ. ച. കാ | രൂ. ച. കാ | രൂ. ച. കാ | രൂ. ച. കാ | രൂ. ച. കാ | | | |
| | | | | | | | | | | | | |

നോട്ടു:—ആവശ്യാനുസരണം കൂടുതൽ കാളങ്ങൾ ഇട്ടുകൊള്ളണം.
റിക്കാർഡ്, ഫാറങ്ങൾ, അച്ചടിക്കൂലി, വരിസംഖ്യ, ഗസററ, മാസിക, സംഭാവന മുതലായ ഇനങ്ങൾ തൻചിലവിൽ ഉൾപ്പെടുന്നു.

൨൩

### അകസാമാനങ്ങളുടെ രജിസ്റ്റർ.

| വാങ്ങിച്ച തീയതി | സാമാനവിവരം | എണ്ണം | വാങ്ങിയ വില | തേയ്മാനക്കുറവ് | നീക്കി മിച്ചവില | റിമാർക്ക് |
|---|---|---|---|---|---|---|
| | | | | | | |

നോട്ട്:—ഓരോ സാമാനത്തിനും പ്രത്യേകം പ്രത്യേകം ഭാഗം വേണ്ടതാണ്,

## വസ്തുവിവരപ്പട്ടിക.

അംഗത്തിന്റെ പേരും നമ്പരും

| മുതൽ | | | | | | | | | | | | കടം | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | നിലം | | | പുരയിടം | | | വീട് | | | | | സംഘത്തിൽ കൊടുക്കാനുള്ള തുക | | സംഘത്തിനുപുറമെയുള്ള കടങ്ങൾ | | |
| | | | | | | | | | | | | | | സ്ഥാവരവസ്തു പണയത്തിന്മേൽ | | |
| തയ്യാറാക്കിയ തീയതി | സർവെ നമ്പർ | വിസ്തീർണ്ണം | മതിപ്പുവില | സർവെ നമ്പർ | വിസ്തീർണ്ണം | മതിപ്പുവില | എണ്ണം | വില | ആടുമാടുകൾ കന്നുകാലികൾ മുതലായവയുടെ വില | സാമാനങ്ങൾക്കുപുറമെയുള്ള വസ്തുക്കളുടെ വില | ആകെ മുതൽ | പണയം | മററു വായ്പ | പലിശക്രമം | തുക | ഉത്തമർണ്ണന്റെ പേര് |
| ൧ | ൨ | ൩ | ൪ | ൫ | ൬ | ൭ | ൮ | ൯ | ൧൦ | ൧൧ | ൧൨ | ൧൩ | ൧൪ | ൧൫ | ൧൬ | ൧൭ |
| | | | | | | | | | | | | | | | | |

## വസ്തുവിവരപ്പട്ടിക (തുടർച്ച).

അംഗത്തിന്റെ പേരും നമ്പരും

| മുതൽ | | | | | കടം | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| മററു കടങ്ങൾ | | | | | ആവശ്യപ്പെട്ടേക്കാവുന്ന വായ്പ | | | | | | | |
| പലിശക്രമം | തുക | ഉത്തമർണ്ണന്റെ പേ | ആകെ കടം (൧൩ + ൧൪ + ൧൯ + ൨൦) | നീക്കി മുതൽ (൧൨ — ൨൧) | ഹ്രസ്വകാലവായ്പ | ദീർഘകാലവായ്പ | ആകെ (൨൩ + ൨൪) | കൃഷിയിൽനിന്നും ആണ്ടിനാൽ ഉള്ളവരവ് | മററുവിധം ആണ്ടിനാൽ ഉള്ളവരവ് | ദീർഘകാലവായ്പയിൽ ആണ്ടുതോറും തിരികെ കൊടുക്കാമെന്നുള്ള തുക | അംഗത്തിന്റെ ഒപ്പ് | റിമാർക്ക് |
| ൧൮ | ൧൯ | ൨൦ | ൨൧ | ൨൨ | ൨൩ | ൨൪ | ൨൫ | ൨൬ | ൨൭ | ൨൮ | ൨൯ | ൩൦ |
| | | | | | | | | | | | | |

## ൧൫

## വായ്പ, ഓഹരി എന്നിവയുടെ തവണവിവരം.

(ഓരോ മെമ്പർക്കും പ്രത്യേകം)

| ക്രമ നമ്പർ | മെമ്പർ നമ്പർ | വരേണ്ടത് | | | | | വന്നത് | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | ഓഹരി | വായ്പാ നമ്പർ | അടക്കേണ്ട തീയതി | മുതൽ | പലിശ | വരവു തീയതി | ഓഹരി | മുതൽ | പലിശ |
| | | | | | | | | | | |

## ൧൬

## കുടിശ്ശികക്കാരുടെ വക വസ്തുക്കൾ ലേലത്തിൽ പിടിച്ചിട്ടുള്ള വിവരം കാണിക്കുന്ന രജിസ്റ്റർ.

| ഉടമസ്ഥനായിരുന്ന ആളിന്റെ പേര് | വിധിനമ്പരും തീയതിയും | ലേലത്തിൽ പിടിച്ച തീയതി | ലേലത്തുക | വസ്തു കൈവശം വന്ന തീയതി | വസ്തുവിന്റെ വിവരണം | | | | | വസ്തുവിന്റെ കരം | പൊതുയോഗ തീരുമാനനമ്പരും തീയതിയും | വസ്തു വാങ്ങിയ ആളിന്റെ പേരും മേൽവിലാസവും |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | നിലമോ പുരയിടമോ എന്ന് | സർവേ നമ്പർ | അതിർത്തി | വിസ്തീർണ്ണം | അവകാശം | | | |
| ൧ | ൨ | ൩ | ൪ | ൫ | ൬ | ൭ | ൮ | ൯ | ൧൦ | ൧൧ | ൧൨ | ൧൩ |

| വിറ്റ എങ്കിൽ | |
|---|---|
| വിറ്റവില | വില ഈടാക്കിയ തീയതി |
| ൧൪ | ൧൫ |

## ൨[illegible].

## കേസുരജിസ്റ്റർ.

അന്യായം അയച്ചതീയതി:
കേസുനമ്പർ.
പ്രതികളുടെ പേര്. ൧
൨
൩
അന്യായപ്രകാരമുള്ള മുതൽ
പലിശ
മററിനം
ആകെ
വിധിതീയതി
വിധിത്തുക

| നടപടിവിവരം | | | നടപടിച്ചിലവു വിവരം. | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| തീയതി | ഓരോനടപടിയും നടത്തുന്നതിന്റെവിവരം | തീയതി | ചിലവുവിവരം | തുക | ആകെ ചിലവ് | സെക്രട്ടറി | ആഡിററർ | ചിലവിനു പലിശ | ആകെ ഈടാക്കേണ്ട സംഖ്യ | തീയതി | ഈടാക്കിയതുക | ബാക്കിനിൽപ്പ് | റിമാർക്ക | |
| | | | | | | | | | | | | | | |

നോട്ട്, ഓരോ കേസിനും പ്രത്യേകം പ്രത്യേകം ഫാറങ്ങൾ ഉണ്ടായിരിക്കണം.

## 28

### തീൎന്ന വായ്പകളെ സംബന്ധിച്ച രജിസ്റ്റർ.

| | | | | | | | | കുടിശ്ശിക സംഖ്യ | | | | | ഈടാക്കിയ സംഖ്യ | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| വായ്പക്കാരൻ | വായ്പ തീയതി | വായ്പത്തുക | അടച്ച തീയതി | കടം കണക്കവസാനിച്ച തീയതി | അന്യായംകൊടുത്ത തീയതി | വിധിതീയതി | വിധിനടത്തിപ്പ അപേക്ഷിച്ച തീയതി | തീയതി | തുക | | കോൎട്ടുസ്റ്റാമ്പും വക്കീൽഫീസും | കോടതിചിലവ് | തീയതി | തുക | | കോൎട്ടുസ്റ്റാമ്പും വക്കീൽഫീസും | കോടതിചിലവ് | സെക്യൂരിറ്റി | ആഡിറ്റർ |
| | | | | | | | | | മുതൽ | പലിശ | | | | മുതൽ | പലിശ | | | | |
| | | | | | | | | | | | | | | | | | | | |

## 29

### അനാമത്തു രജിസ്റ്റർ.

ക്ലിപ്തസഹിതസംഘങ്ങളുടെ മാതൃകതന്നെ

## 30

## സംഘത്തിന് വകയായുള്ള മററിനം മുതലുകൾക്കുള്ള രജിസ്റ്റർ.

| ക്രമനമ്പർ | മുതൽ വിവരം | ഈടാക്കേണ്ടതായി ഉറപ്പെടുത്തിയ തീയതി | ഈടാക്കേണ്ടതുക | സെക്രട്ടറി | ആഡിറ്റർ | ചുമത്തിയ പലിശ | ഈടാക്കിയ | | | ബാക്കി | | സെക്രട്ടറി | ആഡിറ്റർ | റിമാർക്ക്സ് |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | തീയതി | മുതൽ | പലിശ | മുതൽ | പലിശ | | | |
| | | | | | | | | | | | | | | |

## 31

## ലാഭവീതം കൊടുക്കുന്നതിനുള്ള രജിസ്റ്റർ.

൧. ഏതു കൊല്ലത്തെവക

൨. ലാഭവീതം അനുവദിച്ച നിശ്ചയനമ്പർ ........ തീയതി.

൩. ലാഭത്തിന്റെ ശതമാനം.

൪. ആകെ വീതിക്കേണ്ടുന്ന ലാഭത്തുക.

| ക്രമനമ്പർ | അംഗത്തിന്റെ രജിസ്റ്റർ നമ്പർ | പൂർണ്ണമായ പേര് | എടുത്തിട്ടുള്ള ഓഹരി എണ്ണം | തീയതി | തുക | മാസങ്ങൾ | തുക | ആകെ | കൊടുക്കേണ്ട ലാഭവീതം | വൗച്ചർ നമ്പർ | തീയതി | പണം വാങ്ങുന്ന ആളിന്റെ ഒപ്പ് | റിമാർക്ക്സ് | സെക്രട്ടറി |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | |

## 32.

### കൂട്ടായി സാധനങ്ങൾ വാങ്ങിക്കുന്നവകക്കുള്ള രജിസ്റ്റർ.

വാങ്ങിച്ചു വിതരണംചെയ്യു സാധനത്തിന്റെ പേര്

| ക്രമനമ്പർ | ആവശ്യപ്പെട്ട അംഗത്തിന്റെ പേര് | അംഗത്തിന്റെ രജിസ്റ്റർ നമ്പർ | ആവശ്യപ്പെട്ട സാധനത്തിന്റെ അളവു തൂക്കം മുതലായവ | അഡ്വാൻസുവാങ്ങിച്ച തുക | അംഗം പണമടച്ച തീയതി | ആവശ്യപ്പെട്ട അംഗത്തിന്റെ ഒപ്പ് | സ്ഥലത്തു സാധനം വന്നുചേർന്നതിൽപിന്നീടുള്ള ക്ലിപ്പെടുത്തിയ വില | വ്യത്യാസംവന്ന തുക (ഈടാക്കേണ്ടതു്) | ഈടാക്കിയ തീയതി | കൂടുതൽ ഈടാക്കിയതുക തിരിച്ചുകൊടുക്കേണ്ടതു് | തിരിച്ചുകൊടുത്ത തീയതി | സാധനങ്ങളും ബാക്കിതുകയും പററിയ വിവരത്തിനു അംഗത്തിന്റെ ഒപ്പു | റിമാക്ക്സ് |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | |

നോട്ട്:—1. ഓരോസാധനത്തിനു പ്രത്യേകം പ്രത്യേകം വശങ്ങൾ ഉണ്ടായിരിക്കണം.
2. റിമാക്ക്സ് കാളത്തിൽ സാധനത്തിനു സ്ഥലത്തുള്ള വിലവിവരം കുറിക്കണം.

## 33.

### കൂട്ടായി സാധനങ്ങൾ വിൽക്കുന്നവകക്കുള്ള രജിസ്റ്റർ

വിററ സാധനത്തിന്റെ പേര്.

| ക്രമനമ്പർ | അംഗത്തിന്റെ പേര് | അംഗത്തിന്റെ രജിസ്റ്റർ നമ്പർ | ഏല്പിച്ച സാധനത്തിന്റെ അളവു തൂക്കം മുതലായവ | മൊത്തമായി വിററു ഈടാക്കിയ തുക | ഏല്പിച്ച സാധനത്തിന്റെ അളവു തൂക്കം അനുസരിച്ചുകൊടുക്കേണ്ട വില | കൊടുത്ത തുക | കൊടുത്ത തീയതി | സാധനംഏല്പിച്ച അംഗം തുകപററിയ വിവരത്തിനു ഒപ്പു | പ്രത്യേകം പ്രത്യേകം വിററാൽ ഓരോ സാധനത്തിനും കിട്ടാവുന്ന വില | റിമാക്ക്സ് |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |

## 1.

### രസീതു.

നമ്പർ.

......ാം നമ്പർ സഹകരണ സംഘത്തിൽ നിന്നും കൊടുത്ത രസീത്.

തീയതി........

പണമടക്കിയ ആളിന്റെ പേര്.

മൊത്തം ഒടുക്കുക (അക്ഷരത്തിൽ) ... ... ... ... ... ...

വകമാററിയതു് ... ... .. ... ... ... ... ...

| (ഇനവിവരം) | ബ്രി. രൂ. | ച. | കാ. |
|---|---|---|---|
| | | | |
| ആകെ | | | |

സെക്രട്ടറി.

ലോൺബാക്കി രൂ ... ....

ക്ലാർക്ക്.

## 2.

### കെട്ടുതെങ്ങു നിക്ഷേപ രസീതു്.

നമ്പർ.........

നിക്ഷേപകന്റെ പേരുവിവരം.

നിക്ഷേപ നമ്പർ.

കയറിയ തെങ്ങു.

നാളികേരം.

സെക്രട്ടറി.

## 3.

### അംഗമായിചേരുന്നതിനും ഓഹരിഎടുക്കുന്നതിനും ഉള്ള അപേക്ഷ.

| | | |
|---|---|---|
| ൧ | അപേക്ഷകന്റെ പേര്. | |
| ൨ | അപേക്ഷകൻ ഇപ്പോൾ അംഗമാണെങ്കിൽ രജിസ്റ്റർ നമ്പർ | |
| ൩ | അച്ഛന്റെ<br>അമ്മാവന്റെ പേര് | |
| ൪ | വയസ്സ് | |
| ൫ | ജാതി | |
| ൬ | തൊഴിൽ | |
| ൭ | മേൽവിലാസം | |
| ൮ | ആദ്യ ഓഹരിയൊ കൂടുതൽ ഓഹരിയോ | |
| ൯ | ഒടുക്കിയ തുക a. ഓഹരി<br>b. പ്രവേശനഫീസ<br>c. മറ്റുവക | |
| ൧൦ | അപേക്ഷകൻ വേറെ ഏതെങ്കിലും സഹകരണസംഘത്തിലെ അംഗമാണെങ്കിൽ ആ സംഘത്തിന്റെ പേരും നമ്പരും | |
| ൧൧ | അപേക്ഷകൻ അധികാരപ്പെടുത്തുന്ന പിൻതുടർച്ചാവകാശിയുടെ പേരും മേൽവിലാസവും | |
| | സാക്ഷികൾ 1.<br>2. | |

ഇപ്പോൾ നിലവിലിരിക്കുന്നതും ഇനിമേൽ നടപ്പിൽവരുത്തുന്നതുമായ നിബന്ധനകൾ അനുസരിച്ചു നടന്നുകൊള്ളാമെന്നു ഞാൻ ഇതിനാൽ സമ്മതിക്കുന്നു. ........ാം നമ്പർ സെൻട്രൽ (താലൂക്ക) ബാങ്കിലല്ലാതെ വേറെ ഒരു സഹകരണസംഘത്തിലും ഞാൻ അംഗമല്ലെന്നും നിർധനൻ എന്നു സ്ഥാപിച്ചുകിട്ടുവാൻ ഞാൻ അപേക്ഷിച്ചിട്ടില്ലെന്നും ഞാൻ ഒരു നിർധനൻ അല്ലെന്നും ഇതിനാൽ സത്യബോധപ്പെടുത്തുന്നു. കൂടാതെ വേറെ ഒരു സഹകരണസംഘത്തിൽനിന്നും എന്നെ കഴിഞ്ഞ രണ്ടുകൊല്ലത്തിനിപ്പുറം നിബന്ധനകളനുസരിച്ചു നിർബന്ധമായി പിരിച്ചുവിട്ടിട്ടില്ലാ എന്നും ഇതിനാൽ ഉറപ്പുവരുത്തുന്നു.

അപേക്ഷകന്റെ ഒപ്പ്.

### തീരുമാനവിവരം.

നിശ്ചയനമ്പർ

തീയതി

തീരുമാനവിവരം

പ്രസിഡന്റിന്റെ ഒപ്പ്

സെക്രട്ടറിയുടെ ഒപ്പ്

അപേക്ഷകന്റെ രജിസ്റ്റർ നമ്പർ

### വായ്പഅപേക്ഷ.

...... -ാംനമ്പർ...... സംഘം സെക്രട്ടറിക്ക്.

സർ,

ഈ സംഘത്തിലെ ..........-ാംനമ്പർ അംഗമായ എനിക്ക......... പലിശക്രമത്തിന........തവണകളായി.........ആണ്ട...... മാസം.....ക്കു മുൻപായി അടച്ചുതീർക്കത്തക്ക വ്യവസ്ഥയിൽ.........രൂപായുടെ ഒരു വായ്പതരണമെന്ന അപേക്ഷിക്കുന്നു.

അംഗത്തിന്റെ പേരും ഒപ്പും,
മേൽവിലാസം.

### കൂടുതൽ വിവരങ്ങൾ.
(അപേക്ഷകൻ പൂരിപ്പിക്കേണ്ടതു്)

തീയതി:—

൧. അടച്ചുതീർത്തിട്ടുള്ള ഓഹരിയുടെ എണ്ണം.......തുക......
൨. അപേക്ഷകന്റെ തൊഴിലും വരവും.
൩. അപേക്ഷകന്റെയും ജാമ്യക്കാരുടേയും ഭൂസ്വത്തുവിവരം
  (൧) പകുതി
  (൨) സർവ്വേനമ്പർ
  (൩) വിസ്തീർണ്ണം
  (൪) വിലപ്പുവില
  (൫) ബാദ്ധ്യതപ്പെടുത്തീട്ടുണ്ടോ എന്നു്
൪. വായ്പയുടെ ആവശ്യം
൫. ജാമ്യക്കാരുടെപേരും അവരുടെ തൊഴിലും ആദായവും അല്ലെങ്കിൽ ഇതരജാമ്യത്തിന്റെ വിവരം അതായതു ഡിപ്പോസിററ മുതലായവ.
൬. അപേക്ഷകൻ വേറെഏതെങ്കിലും വായ്പക്കു ജാമ്യംനില്ക്കുന്നുണ്ടോ? ഉണ്ടെങ്കിൽ വായ്പക്കാരന്റെ പേരും ജാമ്യത്തുകയും.

(ഒപ്പ്.)

(സംഘത്തിൽനിന്നും പൂരിപ്പിക്കേണ്ടതു്.)

൧. സംഘത്തിൽ ചേന്ന തീയതി
൨. എടുത്തിട്ടുള്ള ഓഹരിയുടെ എണ്ണവും അടച്ചിട്ടുള്ള തുകയും
൩. മുൻപു വായ്പ എടുത്തിട്ടുണ്ടെങ്കിൽ അതു കൃത്യമായി അടച്ചുതീർത്തുവോ? ഇപ്പോഴും ബാക്കിയുണ്ടെങ്കിൽ അതിന്റെ തുകയും എപ്പോൾ അടച്ചുതീർക്കണമെന്നും.
൪. അനുവദിക്കേണ്ട പലിശനിരക്ക
൫. അനുവദിച്ച നിശ്ചയത്തിന്റെ (എ) നമ്പർ
  (ബി) തീയതി.
൬. പ്രസിഡണ്ടിന്റെ ഒപ്പ്.
൭. സെക്രട്ടറിയുടെ ഒപ്പ്.

### വസ്തുജാമ്യത്തിന്മേൽ വായ്പക്കുള്ള അപേക്ഷ.

........ -ാംനമ്പർ........ സംഘത്തിലെ സെക്രട്ടറിക്ക്.

സർ,

ഈ സംഘത്തിലെ........-ാംനമ്പർ അംഗമായ എനിക്കു ചുവടെ വിവരിക്കുന്ന വസ്തുവിന്റെ ഈടിന്മേൽ........രൂപായുടെ ഒരു വായ്പ തരുവാൻ അപേക്ഷിച്ചുകൊള്ളുന്നു. വസ്തുവിനെസംബന്ധിച്ച പ്രമാണങ്ങൾ ഇതോടൊന്നിച്ചു ഹാജരാക്കുന്നു. ഈ വക സംഖ്യയും പലിശയും........മാസത്തിനകം (ഇവിടെ തവണകളും വിവരിക്കുക) ............ അടച്ചുതീർത്തുകൊള്ളാം.

അപേക്ഷകന്റെ ഒപ്പ്.

(അപേക്ഷകൻ പൂരിപ്പിക്കേണ്ടതു്)

I. പൂർണ്ണമായ പേരു്

II. അച്ഛന്റെ
———— പേരു്
അമ്മാവന്റെ

III. തൊഴിലും മേൽവിലാസവും

IV. താമസസ്ഥലം

V. വായ്പത്തുക.

VI. വായ്പയുടെ ആവശ്യം

VII. ഈടുവസ്തുവിന്റെ വിവരം.

൧. നിലമോ, പുരയിടമോ വീടോ എന്നു്
൨. പട്ടയനമ്പർ
൩. പട്ടയക്കാരന്റെ പേരു്
൪. വസ്തുസ്ഥിതിചെയ്യുന്ന പകുതി
൫. സർവ്വേനമ്പർ
൬. വിസ്തീർണ്ണം
൭. കരത്തിന്റെ തുക
൮. കരക്കുടിശ്ശികയുണ്ടോ? (രസീതുകൾ ഹാജരാക്കുക)
൯. പാട്ടംകൊടുത്തിട്ടുണ്ടോ എന്നു (എങ്കിൽ പാട്ട ചീട്ടുഹാജരാക്കുക)
൧൦. വൃക്ഷവിവരം
൧൧. ഒരു ആണ്ടിൽ കിട്ടാവുന്ന ആദായം
൧൨. ഉദ്ദേശവില
൧൩. വസ്തുവിന്റെ അവകാശം സിദ്ധിച്ച പ്രമാണവിവരം. (അവ ഹാജരാക്കുക)
൧൪. മുൻബാദ്ധ്യതകളുടെ വിവരം
(എ) ഈടുകാരന്റെ പേരു്
(ബി) പ്രമാണങ്ങളുടെ വിവരം
(സി) ഇതിൻപ്രകാരം കൊടുക്കേണ്ട മുതൽപലിശ
(ഡി) മേൽവിവരിച്ചതല്ലാതെ വേറെ ബാദ്ധ്യതകൾ ഉണ്ടോ എന്നു്
൧൫. ഈടുവസ്തുവിൽ അവകാശമുള്ള മൈനർമാരോ മറ്റാളുകളോ ഉണ്ടെങ്കിൽ അവരുടെ പേരും, വയസ്സും, അപേക്ഷകനു അവകാശമുള്ള അംശവും.
൧൬. ഈടുവസ്തുവിൽനിന്നും മറ്റു ആർക്കെങ്കിലും ചിലവിനുകൊടുക്കുക മുതലായ ഏർപ്പാടുകളുണ്ടെങ്കിൽ അവർ ഓരോരുത്തരേയും എങ്ങിനെ നിശ്ചയിച്ചു എന്നു്
൧൭. സംഘമാഫീസിൽനിന്നുമുള്ള ദൂരം.
൧൮. വസ്തു ഏതു പ്രവൃത്തിയിൽ എന്നു്
൧൯. അപേക്ഷകന്റെ മറ്റു വസ്തുക്കളുടെ വിവരവും സിദ്ധിച്ചവിധവും

അപേക്ഷകന്റെ ഒപ്പു്.

## ജാമ്യക്കടപത്രം.

തുക: രൂ:— വായ്പനമ്പർ........
..........—ാമാണ്ടു.......... മാസം..........—ാംനു.........—ാംനമ്പർ......
സഹകരണസംഘം പ്രസിഡണ്ടു അവർകൾക്ക്
൧...... താലൂക്കിൽ...... പകുതിയിൽ......
മുറിയിൽ...... വീട്ടിൽ താമസിക്കും...... വീട്ടിൽ......
ജാതി...... തൊഴിൽ...... വയസുള്ളവനും......

മകനും
———— ടിസംഘത്തിൽ.........ാംനമ്പർ മെമ്പറുമായ ......
അനന്തിരവനും

൨......  താലൂക്കിൽ,......  പകുതിയിൽ .....
മുറിയിൽ......  വീട്ടിൽ താമസിക്കു......  വീട്ടിൽ ......
ജാതി......  തൊഴിൽ ... ...  വയസ്സുള്ളവനും........

മകനും
———— ടിസംഘത്തിൽ ... ......ാംനമ്പർ മെമ്പറുമായ ... ...
അനന്തിരവനും

൩......  താലൂക്കിൽ......  പകുതിയിൽ... ...
മുറിയിൽ......  വീട്ടിൽ താമസിക്കു .....  വീട്ടിൽ... ...
ജാതി......  തൊഴിൽ......  വയസ്സുള്ളവനും.........

മകനും
———— ടിസംഘത്തിൽ.........ാംനമ്പർ മെമ്പറുമായ......
അനന്തിരവനും

കൂടി ഏകോപിച്ചു് എഴുതിക്കൊടുത്ത കടപ്പത്രമാവിതു.

ഞങ്ങളിൽ ഒന്നാംപേരുകാരൻ......  [illegible]
തിയതിയിൽ ടിസംഘത്തിൽനിന്നു......  ബ്രി. രൂപാ......
...... ...  പലിശക്കായി കടമായി പറ്റിയിരിക്കുന്നു. ഈ തുക
......  ക്കം മാസംതോറും തവണ......  [illegible]
പലിശയും അസലും അടിയിൽ പറയുന്ന തവണകളിൽ അടച്ചു ..... [illegible] കൊള്ളാം. അപ്രകാരം ടിസംഘനിയമങ്ങൾക്കനുസരിച്ചു [illegible] പ്രകാരം [illegible] കുന്ന തവണകളിൽ [illegible] വസൂലിപ്പിക്കുകയും [illegible] ഞങ്ങളിലും ഞങ്ങളുടെ [illegible] ... ....... [illegible] യും ചെയ്യുന്നതിനു ഇതിനാൽ സമ്മതിച്ചിരിക്കുന്നു

സംഘത്തിൽ ഇപ്പോഴുള്ള [illegible] പൂർണ്ണമായി ഏറ്റുപറഞ്ഞിരിക്കുന്നു [illegible].

| തവണ | തിയതി | തുക | തവണ | തിയതി | തുക | തവണ | തിയതി | തുക |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

പണംവാങ്ങുന്ന ആളിന്റെ പേരും ഒപ്പും.

ജാമ്യക്കാർ. (൧) ഈ ജാമ്യകടപ്പത്രപ്രകാരം ഞാൻ ഏറ്റിട്ടുള്ള [illegible] ബാദ്ധ്യതയുടെ പൂർണ്ണവിവരം മനസ്സിലായിരിക്കുന്നു

പേരും ഒപ്പും.

(൨) ഈ ജാമ്യകടപ്പത്രപ്രകാരം ഞാൻ ഏറ്റിട്ടുള്ള [illegible]ന്റെ ബാദ്ധ്യതയുടെ പൂർണ്ണവിവരം മനസ്സിലാക്കിയിരിക്കുന്നു.

പേരും ഒപ്പും.

സാക്ഷികൾ. ൧.
൨.

കൈയ്യെഴുത്തുകാരന്റെ പേരും ഒപ്പും.

## വായ്പയുടെ കാലാവധി നീട്ടുന്നതിനുള്ള അപേക്ഷ.

.........-ാം നമ്പർ...... സംഘം പ്രസിഡണ്ട് അവർകൾക്ക്.

അപേക്ഷകന്മാർ.

൧. രജിസ്റ്റർ നമ്പർ......
൨. രജിസ്റ്റർ നമ്പർ......
൩. രജിസ്റ്റർ നമ്പർ......

സർ,

ഞങ്ങൾ.........ആണ്ട് ...... മാസം....... [illegible] തിയതി ആവശ്യപ്പെട്ടതും എഴുതിക്കൊടുത്ത്..... ശ്രീ. [illegible] വായ്പ വാങ്ങിയിട്ടുള്ളതിൽ [illegible] ഗഡുക്കൾ [illegible] തീർച്ചപ്പെടുത്തിയിട്ടുള്ളതും......[illegible] ഒടുക്കാൻ ബാക്കിനിൽപ്പുള്ളതായി കാണുന്നു.

ഇതു....... [illegible] ...... ആണ്ട്...... [illegible] മാസം....., അവധി എന്നാൽ ഞങ്ങൾക്കു [illegible] സം......
(ഇവിടെ കാരണം പറയുക)...... ൽ അടച്ചുതീർക്കുവാൻ സാദ്ധ്യമല്ലാതായിത്തീർന്നിരിക്കുന്നു. അതിനാൽ ..... മാസത്തേക്കു കൂടി അവധി നീട്ടിത്തരണമെന്ന് അപേക്ഷിക്കുന്നു.

അപേക്ഷകന്മാർ ൧.
൨.
൩.

(തീരുമാനവിവരം.)

തീരുമാന നമ്പർ,
തീരുമാന തീയതി,
തീരുമാന വിവരം

പ്രസിഡണ്ട്,
സെക്രട്ടറി.

## നിക്ഷേപാരംഭ അപേക്ഷ.

...... സെക്രട്ടറി അവർകൾക്ക്.

സർ,

എനിക്ക് ഈ സംഘത്തിൽ ഒരു/സ്ഥിരം/സേവിംഗ്സ്/കറൻറ നിക്ഷേപം ആരംഭിക്കുന്നതിന് അനുവാദം കിട്ടണമെന്ന് അപേക്ഷിച്ചുകൊള്ളുന്നു. സംഘംവക നിക്ഷേപത്തെ സംബന്ധിച്ച ചട്ടങ്ങൾ ഞാൻ വായിച്ചുകേട്ടു, അവ ഞാൻ പൂർണ്ണമായി അനുസരിച്ചു നടന്നുകൊള്ളാമെന്ന് ഇതിനാൽ സമ്മതിച്ചുകൊള്ളുന്നു. ആരംഭത്തിൽ അടക്കുന്ന തുക ശ്രീ. ഉറു. ണ. പൈ. ടി തുക അക്ഷരത്തിൽ.
പാസ്ബുക്കിന്റെ വിലയും.
സ്ഥിരനിക്ഷേപമാണെങ്കിൽ കാലാവധിയും പലിശനിരക്കും.
{ അപേക്ഷകന്റെ പൂർണ്ണമായ പേരും മേൽവിലാസവും.
ബാങ്കിലെ അംഗമാണെങ്കിൽ രജിസ്റ്റർനമ്പർ.
അപേക്ഷകന്റെ പേരും ഒപ്പും.
അപേക്ഷ തീയതി

തീരുമാനവിവരം.

നിക്ഷേപനമ്പർ
തീരുമാനം
തീരുമാന നമ്പരും തീയതിയും.
സെക്രട്ടറി
പ്രസിഡണ്ട്

## ...............സംഘത്തിൽ സ്ഥിരനിക്ഷേപകാലാവധി നീട്ടി കിട്ടാനുള്ള അപേക്ഷ.

എന്റെ പേരിലുള്ള താഴെ വിവരിക്കുന്ന സ്ഥിരനിക്ഷേപത്തിന്റെ കാലാവധി താഴെ വിവരിക്കും പ്രകാരം നീട്ടിക്കിട്ടുന്നതിന്നു ടി സംഘ കമ്മിററിയോടു അപേക്ഷിക്കുന്നു.

നിക്ഷേപനമ്പർ. നിക്ഷേപിച്ച തീയതി. നിക്ഷേപിച്ച തുക.
കാലാവധി തീരുന്ന തീയതി, ഏതു തീയതിക്കു നീട്ടികിട്ടുന്നതെന്ന്.

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സ്ഥലം. നിക്ഷേപകന്റെ പേരും നമ്പരും.
തീയതി നിക്ഷേപകന്റെ ഒപ്പ്.

കമ്മിററിയുടെ തീരുമാനം.

(൧) തീരുമാന നമ്പർ (൩) തീരുമാന വിവരം
(൨) തീയതി (പ്രസിഡണ്ട്.)

വിധിനടത്തു ചിലവിനുള്ള വൗച്ചർ.

വൗച്ചർനമ്പർ.
തീയതി
...... ഫയൽ...... നമ്പർ കേസിൽ ... -ാംപ്രതി...
.........

| | | |
|---|---|---|
| | വിധിനടത്തു അഡ്വാൻസു ഇനം | തുക |
| ൧ | വിധിനടത്തുഫാറം, ഹർജിഫീസ് | |
| ൨ | വാറണ്ടുപ്രാസസ് | |
| ൩ | വാറണ്ടുപടി | |
| ൪ | വക്കാലത്തു ഹർജിഫീസ് | |
| ൫ | നോട്ടീസുപ്രാസസ്സ്... .....-ാംപ്രതിക്കു | |
| ൬ | | |
| ൭ | | |
| | ആകെ | |
| | അനാമത്തു ഇനം | തുക |
| ൧ | എഴുത്തുഫീസും കടലാസും | |
| ൨ | | |
| ൩ | | |
| | ആകെ | |
| | വകരണ്ടിൽ ആകെ മൊത്തം | |

ഈ തുക ബ്രി. രൂപ (അക്ഷരത്തിൽ) ..... ചക്രം........ കാശു ടി സംഘത്തിൽനിന്നും പററിയിരിക്കുന്നു.

വക്കീൽഗുമസ്താ ഒപ്പും,
ക്ലാർക്ക്, പേരും ഒപ്പും,
സ്ഥലം......
തീയതി,......

## മാസാന്ത്യക്കണക്ക്.

| വരവ്. | | | | ചെലവ്. | | | |
|---|---|---|---|---|---|---|---|
| ഇനംവിവരം. | ഈ മാസം അടക്കം ഇതുവരെ തന്നാണ്ടു വരവ് | ഈ മാസം വരവ് | ആകെ വരവ് | ഇനംവിവരം | ഈ മാസം അടക്കം ഇതുവരെ തന്നാണ്ടു ചിലവ് | ഈ മാസം ചിലവ് | ആകെ |
| ൧. പ്രവേശ ഫീസ് | | | | ൧. ഓഹരിതിരിയെ | | | |
| ൨. ഓഹരിത്തുകകൾ | | | | ൨. അംഗങ്ങൾക്കു കൊടുത്ത വായ്പ | | | |
| ൩. നിക്ഷേപങ്ങൾ<br>സ്ഥിരം<br>സേവിംഗ്സ്<br>കറന്റ്...<br>.........<br>......... | | | | ൩. സെൻട്രൽ സംഘങ്ങളിൽ തിരിയെക്കൊടുത്തവായ്പ | | | |
| ൪. വായ്പത്തവണകൾ | | | | ൪. വായ്പകൾക്കു കൊടുത്ത പലിശ | | | |
| ൫. പലിശ | | | | ൫. തിരിയെ കൊടുത്ത നിക്ഷേപങ്ങൾ<br>സ്ഥിരം<br>കറന്റ...<br>.........<br>......... | | | |
| ൬. സെൻട്രൽ സംഘങ്ങളിൽ നിന്നു വായ്പ | | | | ൬. സേവിംഗ്സ് ബാങ്കിൽ നിക്ഷേപിച്ചതു് | | | |
| ൭. കോടതിച്ചിലവു | | | | ൭. മറ്റുവിധം നിക്ഷേപങ്ങൾ | | | |
| ൮. സേവിംഗ്സ് ബാങ്കിൽനിക്ഷേപം പിൻവലിച്ചതു് | | | | ൮. കരുതൽധനത്തിലേക്കു നീക്കിവച്ചതു | | | |
| ൯. നിക്ഷേപങ്ങളുടെ പലിശ | | | | ൯. കോടതിച്ചിലവു | | | |
| ൧൦. | | | | ൧൦. ഡിവിഡന്റു (ലാഭവീതം) | | | |
| ൧൧. | | | | ൧൧. ബോണസ്സ് | | | |
| ൧൨. | | | | ൧൨. തൻചെലവുകൾ<br>൧.<br>൨.<br>൩.<br>൪.<br>൫. | | | |
| | | | | ൧൩. മറ്റുവക ചിലവുകൾ | | | |
| ആകെ വരവ്<br>മുന്നിരിപ്പു<br>വകരണ്ടിൽ | | | | ആകെ ചിലവ്<br>നീക്കിയിരിപ്പു<br>വകരണ്ടിൽ | | | |

| | | എണ്ണം. | തുക. |
|---|---|---|---|
| (൧) | ഈ മാസാന്ത്യത്തിൽ ബില്ലുപാസ്സ് | | |
| (൨) | ഷെയറിൽ കുടിശിഖ | | |
| (൩) | പലിശയിൽ കുടിശിഖ | | |
| (൪) | ഓഹരിയിൽ കുടിശിഖ | | |
| (൫) | ബാങ്കുവായ്പയിൽ കുടിശിഖ | | |
| (൬) | ബാങ്കുവായ്പ പലിശയിൽ കുടിശിഖ | | |
| (൭) | കരുതൽധനത്തിൽ ബാക്കി | | |
| (൮) | സൂപ്പർവിഷൻ ഫണ്ടിൽ ബാക്കി | | |
| (൯) | തന്മാസാവസാനംവരെ പിരിവുഓഹരിസംഖ്യ | | |
| (൧൦) | കമ്മിററിഅംഗങ്ങളുടെ വായ്പ കുടിശിഖ | | |
| (൧൧) | തന്മാസാവസാനത്തിൽ മെമ്പറന്മാരുടെ എണ്ണം | | |
| (൧൨) | മററിനം കുടിശിഖ | | |

....... -ാമാണ്ടു...... മാസം ...... -ാം തിയതി
കമ്മിററിയോഗത്തിൽ പാസ്സാക്കപ്പെട്ടു.

തീയതി

പ്രസിഡണ്ട

സെക്രട്ടറി.

## ക്ലിപ്തസഹിത സംഘങ്ങളിലെ
## പുസ്തകങ്ങളും ഫാറങ്ങളും.

പുസ്തകങ്ങൾ.

൧ മിനിട്ട്സ് ബുക്ക്.
൨ പ്രവേശന രജിസ്റ്റർ.
൨ എ ജനറൽ ലെഡ്ജർ.
൩ അംഗങ്ങളുടെ ലിസ്റ്റ്.
൪ ഓഹരി പിൻവലിക്കുന്നതിനെസംബന്ധിച്ചരജിസ്റ്റർ.
൫ ഓഹരി കൈമാററ രജിസ്റ്റർ.
൬ നാൾവഴി
൭ വായ്പ ഏറടവു ൭ (എ) പണയക്കടവായ്പ ഏറടവു
൮ വായ്പ അപേക്ഷരജിസ്റ്റർ
൯ ചുമതല രജിസ്റ്റർ
൧൦ വരവുചിലവു ഇനംതിരിച്ചുള്ള രജിസ്റ്റർ
൧൧ സ്ഥിരനിക്ഷേപരജിസ്റ്റർ
൧൨ സേവിംഗ്സ് കറണ്ടു നിക്ഷേപരജിസ്റ്റർ ൧൨ (എ) കറണ്ടു നിക്ഷേപ രജിസ്റ്റർ
൧൩ റെക്കറിങ്ങ് നിക്ഷേപ രജിസ്റ്റർ
൧൪ പ്രാവിഡൻറഫണ്ട നിക്ഷേപരജിസ്റ്റർ
൧൫ കെട്ടുതെങ്ങു നിക്ഷേപരജിസ്റ്റർ
൧൬ കേന്ദ്രസംഘങ്ങളിൽനിന്നും എടുത്തിട്ടുള്ള വായ്പ വിവരരജിസ്റ്റർ
൧൭ അംഗങ്ങളുടെ പാസ്സുബുക്ക
൧൮ കരുതൽധന നിക്ഷേപ രജിസ്റ്റർ

൧൯ കേന്ദ്രസംഘങ്ങളിലെ ഓഹരിവിവരം
൨൦ പൊതുനന്മഫണ്ടു കെട്ടിടഫണ്ടു മുതലായവകളുള്ള രജിസ്റ്റർ
൨൧ അക്വിടൻസു റോൾ.
൨൨ വരവുലെററുകൾ പതിക്കുന്ന രജിസ്റ്റർ
൨൩ അയക്കുന്ന ലെററുകൾ പതിക്കുന്ന രജിസ്റ്റർ
൨൪ പരിശോധനക്കുറിപ്പു പുസ്തകം
൨൫ വവുച്ചർ ഫയൽ
൨൬ ചിലവുരജിസ്റ്റർ.
൨൭ റിക്കാർഡുകളുടെയും പുസ്തകങ്ങളുടെയും രജിസ്റ്റർ
൨൮ സൽബന്ധിച്ചിലവും തപാൽചിലവും രജിസ്റ്റർ
൨൯ ആകെ സാമാനങ്ങൾ ഫാറങ്ങൾ സ്റ്റേഷനറി ഇവയുടെ സ്റ്റാക്ക രജിസ്റ്റർ
൩൦ അനാമത്തു രജിസ്റ്റർ
൩൧ സംഘത്തിനു വരുവാനുള്ള മററിനംമുതലുകൾക്കുള്ള രജിസ്റ്റർ
൩൨ വായ്പ ഓഹരി എന്നിവയുടെ തവണ വിവരം
൩൩ കുടിശ്ശികക്കാരുടെ വക വസ്തുക്കൾ ലേലത്തിൽ പിടിച്ചിട്ടുള്ള വിവരം കാണിക്കുന്ന രജിസ്റ്റർ
൩൪ കേസുരജിസ്റ്റർ.
൩൫ തീർന്ന വായ്പകളെ സംബന്ധിച്ച രജിസ്റ്റർ
൩൬ ലാഭവീതം കൊടുക്കുന്നതിനുള്ള രജിസ്റ്റർ
൩൭ കൂട്ടായി സാധനങ്ങൾ വാങ്ങിക്കുന്നവകക്കുള്ള രജിസ്റ്റർ
൩൮ കൂട്ടായി സാധനങ്ങൾ വിൽക്കുന്ന വകക്കുള്ള രജിസ്റ്റർ

ഫാറങ്ങൾ.

൧ രസീതു
൨ കെട്ടുതെങ്ങുനിക്ഷേപരസീതു
൩ അംഗമായി ചേരുന്നതിനും ഓഹരി എടുക്കുന്നതിനും ഉള്ള അപേക്ഷ
൪ വായ്പ അപേക്ഷ
൫ വസ്തുജാമ്യത്തിന്മേൽ വായ്പകൾക്കുള്ള അപേക്ഷ
൬ ജാമ്യക്കടപ്പത്രം
൭ വായ്പയുടെ കാലാവധി നീട്ടുന്നതിനുള്ള അപേക്ഷ.
൮ നിക്ഷേപം ആരംഭിക്കുന്നതിനുള്ള അപേക്ഷ
൯ വിധിനടത്തു ചിലവിനുള്ള വവുച്ചർ
൧൦ മാസാന്ത്യക്കണക്ക
൧൧ പണയവായ്പ അപേക്ഷ
൧൨ പണയക്കടപ്പത്രം .

## മിനിട്ട്സ് പുസ്തകം.

(ബാദ്ധ്യതരഹിത സംഘങ്ങളുടെ വക മാതൃകനമ്പർ ൧)

൨

## പ്രവേശനരജിസ്റ്റർ.

(ക്ലിപ്ത [illegible]രഹിത സംഘങ്ങളുടെ [illegible] മാതൃക നമ്പർ ൨)

### ൨ (എ)

### ജനറൽ ലെഡ്ജർ.

Name of Account

(അക്കൌണ്ടിന്റെ [illegible])

| തിയതി | Date Day book page<br>[illegible] | Particulars<br>(വിവരം) | Receipts<br>([illegible]) | Disbursements<br>([illegible]) | Balance<br>([illegible]) | Secretary's initials<br>([illegible] അടയാളം) | Auditor's initials<br>([illegible]) | Remarks<br>([illegible]) |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

### (൩)

### അംഗങ്ങളുടെ ലിസ്റ്റ്.

| ക്രമനമ്പർ | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

(ഛ)

### ഓഹരിപിൻവലിക്കുന്നതിനെസംബന്ധിച്ചരജിസ്റ്റർ.

| ക്രമനമ്പർ | നിക്കിയതീയതി | അംഗനമ്പർ | അംഗത്തിന്റെ പേര് | സംഘത്തിൽചേർന്നതീയതി | ഓഹരി പിൻവലിക്കുന്നതിനുള്ള കാരണം | | തിരിച്ചുകൊടുത്തതുക | തിരിച്ചുകൊടുത്തതീയതി | സെക്രട്ടറി | ആഡിററർ | റിമാക്ക്സ് |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | |

(ജ)

### ഓഹരികൈമാററരജിസ്റ്റർ.

| ക്രമനമ്പർ | പ്രവേശനരജിസ്റ്ററിലെ [illegible] (ജനറൽനമ്പർ) | കൈമാററം ചെയ്യുന്ന ആളിന്റെപേര് | കൈമാററംചെയ്ത | | കൈമാററംചെയ്ത തീയതി | കൈമാററം വാങ്ങിയ ആളിന്റെ പേര് | കൈമാററം അനുവദിച്ച യോഗനിശ്ചയനമ്പർ | റിമാക്ക്സ് |
|---|---|---|---|---|---|---|---|---|
| | | | ഓഹരി | തുക | | | | |
| | | | | | | | | |

(ഝ)

### [illegible]

[illegible]

| [illegible] തീയതി | അംഗ നമ്പർ | ഒട്ടുകന്ന [illegible]ളിന്റെ പേര് | [illegible] | രസീതു നമ്പർ | പരവുതുക | | ഒപ്പ് | റിമാക്ക്സ് |
|---|---|---|---|---|---|---|---|---|
| | | | | | [illegible] | [illegible] | | |
| | | | | | | | | |

### ചിലവ്.

| ആണ്ടുമാസം തീയതി | നമ്പർ | തുകപറ്റുന്ന ആളിന്റെ പേരു | പററുവിവരം (കമ്മിററി തീർച്ചയുസഹിതം) | വൗച്ചർ നമ്പർ | ചിലവുതുക | | ആകെ | റിമാർക്ക്സ് |
|---|---|---|---|---|---|---|---|---|
| | | | | | രൊക്കം | വകമാററി | | |
| | | | | | | | | |

### ൮.

### വായ്പപ്പിരടവ്.

(ക്ലിപ്തരഹിതസംഘങ്ങളുടെ മാതൃക പുസ്തകം നമ്പർ ൮)

### ൯.

### വായ്പ അടച്ചരജിസ്റ്റർ.

(ക്ലിപ്തരഹിതസംഘങ്ങളുടെ മാതൃക പുസ്തകം നമ്പർ ൯)

### ൰.

### ചുമതലരജിസ്റ്റർ.

(ക്ലിപ്തരഹിതസംഘങ്ങളുടെ മാതൃക പുസ്തകം നമ്പർ ൰)

### ൰൧.

### വരവുചിലവു ഇനംതിരിച്ചുള്ള രജിസ്റ്റർ.

(ക്ലിപ്തരഹിതസംഘങ്ങളുടെ മാതൃക പുസ്തകം നമ്പർ ൰൧)

### ൰൨

### സ്ഥിരനിക്ഷേപം.

നിക്ഷേപനമ്പർ.
നിക്ഷേപകന്റെ പേരു്
മേൽവിലാസം.

നിക്ഷേപരസീതു നമ്പർ.
മടക്കിക്കൊടുക്കേണ്ട അവധിയും തീയതിയും.
പലിശനിരക്ക
മററു കരാറുകൾ

| തീയതി | വാങ്ങിയ സംഖ്യ | പലിശ | | മടക്കികൊടുത്തത് | | ബാക്കിനില്പ് | | [illegible] | [illegible] | റിമാർക്ക് |
|---|---|---|---|---|---|---|---|---|---|---|
| | | ഏതുതീയതിവരെ കണക്കാക്കി തുക | [illegible] | മുതൽ | പലിശ | മുതൽ | പലിശ | | | |
| | | | | | | | | | | |

## ൧൨.

## സേവിംഗ്സ് നിക്ഷേപം

൧. നിക്ഷേപനമ്പർ
൨. നിക്ഷേപകന്റെ പേര്
൩. അംഗമാണെങ്കിൽ (നമ്പർ)
൪. അല്ലെങ്കിൽ മേൽവിലാസം
൫. നിക്ഷേപം തുടങ്ങാൻ അനുവദിച്ച കമ്മിററിതീരുമാന നമ്പർ... തീയതി
൬. പാസ്ബുക്ക നമ്പർ
൭. നിക്ഷേപകന്റെ മാതൃക ഒപ്പ്

| തീയതി | അടച്ചുകൊള്ളാമെന്നു വചിച്ചതായ തുക (അക്ഷരത്തിൽ) | അടച്ച തുക | മടക്കിക്കൊടുത്ത തുക | ബാക്കിനില്പ് തുക | സെക്രട്ടറി | ആഡിററർ | തീയതി | ജനിച്ച പലിശ | കൊടുത്ത പലിശ | ബാക്കിനില്പ് പലിശ | സെക്രട്ടറി | ആഡിററർ | റിമാർക്ക് |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | |

## ൧൨. (എ.)

## കറൻറ നിക്ഷേപം.

സേവിംഗ്സ് നിക്ഷേപത്തിന്റെ മാതൃക തന്നെയാണ്.

## ൧൩.

## റെക്കറിംങ്ങ് നിക്ഷേപം.

൧. നിക്ഷേപനമ്പർ
൨. നിക്ഷേപകന്റെ പേര്
൩. ഇരുപ്പുതുക
൪. മേൽവിലാസം
൫. അംഗമാണെങ്കിൽ രജിസ്റ്റർനമ്പർ
൬. മാസംതോറും നിക്ഷേപിക്കാൻസമ്മതിച്ച സംഖ്യ
൭. എത്രമാസംഎന്ന്
൮. നിക്ഷേപം ആരംഭിക്കുന്ന തീയതി
൯. നിക്ഷേപം തിരികെ കൊടുക്കേണ്ട തീയതി
൧൦. തിരിച്ചുകൊടുക്കേണ്ട അവകാശികളുടെ പേരുവിവരം

| ഏതു മാസത്തേക്ക് എന്ന് | വരേണ്ടതു | | | | വന്നതു | | | | | ബാക്കി |
|---|---|---|---|---|---|---|---|---|---|---|
| | നിക്ഷേപം | | പലിശ | | തീയതി | നിക്ഷേപം | പലിശ | കാഷ് ബുക്ക് വരവ് | ഏതു മാസത്തേക്കു പിരിച്ചു എന്ന് | നിക്ഷേപം പലിശ |
| | കഴിഞ്ഞ | ഈമാസത്തെ | കഴിഞ്ഞ | ഈമാസത്തെ | | | | | | |
| | | | | | | | | | | |

## ൧൮

## പ്രോവിഡന്റ് ഫണ്ടു നിക്ഷേപം.

൧. നമ്പർ
൨. നിക്ഷേപം ആരംഭിച്ച തീയതി
൩. നിക്ഷേപത്തിന്റെ കാലാവധി
൪. പലിശനിരക്ക്
൫. കാലാവധി തീരുന്ന തീയതി
൬. പിൻതുടർച്ചാവകാശി ഉണ്ടെങ്കിൽ പേരുവിവരം

നിക്ഷേപകന്റെ പേരും മേൽവിലാസവും

| ഒടുക്കിയ തീയതി | ഏതു മാസത്തേക്ക് എന്ന് | | | ലോണെടുത്തിട്ടുള്ള നിക്ഷേപത്തിന്റെ തുക | | ജനിച്ച പലിശ (തന്നാണ്ടത്തെ) വക | ജനിച്ച പലിശയുൾപ്പെടെ ഉടമസ്ഥനു കൊടുക്കേണ്ട സംഖ്യ | സെക്രട്ടറി | ആഡിറ്റർ | റിമാർക്സ് |
|---|---|---|---|---|---|---|---|---|---|---|
| | അടക്കേണ്ടതുക | അടച്ചതുക | ബാക്കിതുക | അടച്ചതു | ബാക്കി | | | | | |
| | | | | | | | | | | |

൧൭

## കെട്ടുമുതലുകളുടെ നിക്ഷേപം.

൧. നമ്പർ
൨. നിക്ഷേപകന്റെ പേരും മേൽവിലാസവും
൩. നിക്ഷേപം അനുവദിച്ച നിശ്ചയനമ്പർ......തീയതി.........
൪. കെട്ടുകളുടെ എണ്ണം

| കെട്ടുന്ന | | മുതൽ വയ്പ് | | നാളതു പകർ | | [illegible] | ആഡിറ്റർ | തിരിച്ചുകൊടുത്ത | | | ബാക്കിനില്പ് | | ഖജാഞ്ചി | ആഡിറ്റർ |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| തീയതി | കെട്ടു എണ്ണം | തീയതി | തുക | നിക്ഷേപിച്ചതുക | ജനിച്ച പലിശ | | | തീയതി | നിക്ഷേപത്തുക | പലിശ | നിക്ഷേപം | പലിശ | | |
| | | | | | | | | | | | | | | |

## ൧൬

## കേന്ദ്രസംഘങ്ങളിൽനിന്നും എടുത്തിട്ടുള്ള വായ്പവിവരം രജിസ്റ്റർ.

ഏതു സംഘത്തിൽനിന്ന വായ്പ എടുത്തുഎന്ന്
വായ്പത്തുക
വായ്പ എടുത്ത തീയതി
പലിശനിരക്ക്
കാലാവധി

ഗഡുവിവരം.

| | തീയതി | രൂ. | തീയതി | രൂ. |
|---|---|---|---|---|
| ൧ | | | ൧൦ | |
| ൨ | | | ൧൧ | |
| ൩ | | | ൧൨ | |
| ൪ | | | ൧൩ | |
| ൫ | | | ൧൪ | |
| ൬ | | | ൧൫ | |
| ൭ | | | ൧൬ | |
| ൮ | | | ൧൭ | |
| ൯ | | | ൧൮ | |

| തീയതി | [illegible] തുക | മുതൽ | | | | ബാക്കി നില്പ് | പലിശ | | | | ബാക്കി നില്പ് | സെക്രട്ടറി | ആഡിറ്റർ | റിമാർക്ക് |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | അടക്കേണ്ടതു | | അടച്ചതു | | | അടക്കേണ്ടതു | | അടച്ചതു | | | | | |
| | | തീയതി | തുക | തീയതി | തുക | | തീയതി | തുക | തീയതി | തുക | | | | |
| | | | | | | | | | | | | | | |

## അംഗങ്ങളുടെ പാസ്ബുക്ക്.

……………………-ാംനമ്പർ സഹകരണ സംഘം.

൧. അംഗത്തിന്റെ പേര്.
൨. തൊഴിൽ.
൩. മേൽവിലാസം.
൪. രജിസ്റ്റർ നമ്പർ

### 1
### ഓഹരിവിവരം.

| ഓഹരി എടുത്ത തീയതി | ഓഹരി എണ്ണം | അടച്ച തുക | ബാക്കി | അടച്ച സംഖ്യ | ആകെ അടച്ച സംഖ്യ | സെക്രട്ടറി | റിമാർക്ക്സ് |
|---|---|---|---|---|---|---|---|
| | | | | | | | |

### 2
### വായ്പ വിവരം.

ഈടുവിവരം......

| വായ്പ കൊടുത്ത | | തവണ വിവരം | | | ഒടുക്കവിവരം | | | | |
|---|---|---|---|---|---|---|---|---|---|
| തീയതി | തുക | തീയതി | മുതൽ | പലിശ | തീയതി | മുതൽ | പലിശ | സെക്രട്ടറി | റിമാർക്ക് |
| | | | | | | | | | |

### 3
### സ്ഥിരനിക്ഷേപം.

ഈടുവിവരം... .

| നിക്ഷേപിച്ച തീയതി | പലിശ ക്രമം | നിക്ഷേപിച്ച തുക | തിരിച്ചുകൊടുക്കേണ്ട തീയതി | [illegible] | ബാക്കി നില്പു തുക | സെക്രട്ടറി | റിമാർക്ക് |
|---|---|---|---|---|---|---|---|
| | | | | | | | |

### 4

## കറന്റ
## സേവിംഗ്സ് നിക്ഷേപം

| തീയതി | വിവരം | നിക്ഷേപിച്ച തുക | പിൻവലിച്ച തുക | ബാക്കി നില്പ് | സെക്രട്ടറി |
|---|---|---|---|---|---|
| | | | | | |

നോട്ട്.—(എ) ഓരോ ഇടപാടുകാരന്റെയും ആവശ്യമുള്ള വിവരങ്ങൾ ഈ പുസ്തകത്തിൽ അടങ്ങിയിരിക്കണം.

(ബി) ഇടപാട്ടുകാരായ ഓരോ അംഗത്തിനും ഓരോ പാസ്സ്ബുക്ക് ഉണ്ടായിരിക്കണം.

### 18

കരുതൽനിക്ഷേപ രജിസ്റ്റർ. (ക്ലിപ്തരഹിത സംഘ മാതൃക ൧൨)

### 19

കേന്ദ്രസംഘങ്ങളിലെ ഓഹരിവിവരം രജിസ്റ്റർ. (ടി ടി ടി നമ്പർ ൧൩)

### 20

പൊതുജനനന്മ ഫണ്ടു കെട്ടിടഫണ്ടു മുതലായവകളുടെ രജിസ്റ്റർ. (ടി ടി ടി നമ്പർ ൧൪)

### 21

അക്വിട്ടൻസ്റോൾ. (ടി ടി ടി നമ്പർ ൧൫)

### 22

വരവുകത്തുകൾ പതിക്കുന്ന രജിസ്റ്റർ. (ടി ടി ടി നമ്പർ ൧൬)

### 23

അയക്കുന്ന കത്തുകൾ പതിക്കുന്ന രജിസ്റ്റർ. (ടി ടി ടി നമ്പർ ൧൭)

### 24

പരിശോധനക്കുറിപ്പു പുസ്തകം. (ടി ടി ടി നമ്പർ ൧൮)

### 25

വൌച്ചർ ഫയൽ. (ടി ടി ടി നമ്പർ ൧൯)

### 26

ചിലവുരജിസ്റ്റർ. (ടി ടി ടി നമ്പർ ൨൦)

### 27

റിക്കാർഡുകളുടെയും പുസ്തകങ്ങളുടെയും രജിസ്റ്റർ. (ടി ടി ടി നമ്പർ ൨൧)

### 28

സിൽബന്ധിച്ചിലവും തപാൽചിലവും രജിസ്റ്റർ. (ടി ടി ടി നമ്പർ ൨൨)

൧൯

## അങ്കസാമാനങ്ങളും ഫർണിച്ചറുകളും സ്റ്റേഷണറി സ്റ്റോക്കുപുസ്തകം

| വാങ്ങിച്ച തീയതി | വിവരം | എണ്ണം | വാങ്ങിയ വില | [illegible] | എണ്ണം | ഇരുപ്പുള്ള വില | വിറ്റുകളഞ്ഞ വില | ബാക്കി | റിമാർക്ക് |
|---|---|---|---|---|---|---|---|---|---|
| ൧ | ൨ | ൩ | ൪ | ൫ | ൬ | ൭ | ൮ | ൯ | ൧൦ |
| | | | | | | | | | |

ഓരോ സാമാനത്തിനും, സ്റ്റേഷണറി സാമാനത്തിനും അങ്കസാമാനത്തിനും പ്രത്യേക വശങ്ങളും ഉണ്ടായിരിക്കണം. 'വില' കോളത്തിൽ (കാളംനമ്പർ ൪-ൽ) മുതൽ കടം സ്റ്റോറുമെന്ററിൽ കൊള്ളിക്കുന്നതിന കണക്കാക്കപ്പെട്ടിട്ടുള്ള വിലയാണ് ഉൾപ്പെടുത്തേണ്ടത്.

൨൦

## അനാമത്ത് രജിസ്റ്റർ.

**ക്രമനമ്പർ**

**അനാമത്തുകാരന്റെ നമ്പരും പേരും**

| തീയതി | ഇനവിവരം | വരവ് | തിരിയെ ചെലവ് (ഇടപാട്) റൊക്കം തുക) | അനാമത്ത് നിർണ്ണയം | ബാക്കി | ആഡിറ്റർ | റിമാർക്സ് |
|---|---|---|---|---|---|---|---|
| | | രൂ. ച. കാ. | രൂ. ച. കാ. | രൂ. ച. കാ. | | | |
| | | | | | | | |

൧൮

സംഖ്യത്തിന്റെ [illegible] കണക്കു രജിസ്റ്റർ (ക്ലിപ്തഹിത സംഖ്യ മാതൃക. നമ്പർ ൧൦)

൧൦

[illegible] (ജി ഒ ഒ നമ്പർ ൨൮)

൧൧

[illegible] രജിസ്റ്റർ (ജി ഒ ഒ നമ്പർ ൨൯)

൧൨

കേസുരജിസ്റ്റർ (ജി ഒ ഒ നമ്പർ ൨൭)

൧൩

തീർന്ന പാട്ടങ്ങളെ സംബന്ധിച്ചു രജിസ്റ്റർ (ജി ഒ ഒ നമ്പർ ൨൮)

൧൪

[illegible] രജിസ്റ്റർ (ജി ഒ ഒ നമ്പർ ൧൫)

൧൫

കൂട്ടായിസ്ഥലങ്ങളും [illegible] രജിസ്റ്റർ (ജി ഒ ഒ നമ്പർ ൧൨)

കൂട്ടായി സാധനങ്ങൾ വിൽക്കുന്ന വകകളുടെ രജിസ്റ്റർ (ജി ഒ ഒ നമ്പർ ൧൧)

ക്ലിപ്തഹിത സംഖ്യങ്ങൾ.
ഫാറങ്ങൾ.

ഫാറം നമ്പർ ൧ മുതൽ ൧൦ വരെയുള്ള ക്ലിപ്തഹിത സംഖ്യങ്ങളിലെ ഫാറങ്ങൾ മുതൽ ൧൭ വരെയുള്ള മാതൃകകൾ തന്നെയാണ്.

## പണയകടത്തിനുള്ള അപേക്ഷ.

അപേക്ഷാനമ്പർ   അപേക്ഷാതീയതി   വിരലച്ചാപ്പ്

൧ അപേക്ഷകന്റെ പേരും മെമ്പർനമ്പരും
൨ താമസസ്ഥലം
൩ കടത്തിന്റെ ആവശ്യം
൪ തുക അക്ഷരത്തിൽ
൫ തിരിയെ അടക്കാനുള്ള തീയതികൾ   എ) ആണ്ട്—മാസം—ക്ക് രൂപ
ബി) ആണ്ട്—മാസം—ക്ക് രൂപ
൬ പണയസാമാനവിവരം (മറുവശം
൭ പണയംതിരിച്ചുവാങ്ങാൻ അധികാരപ്പെടുത്തിയ ആൾ ഞാനോ അല്ലാത്തപക്ഷം എന്റെ അവകാശിയുടെ പേരും മേൽവിലാസവും
൮ ഉരുപ്പടിസാമാനം എന്റെ സ്വന്തമെന്നും വേറെ ആർക്കും അവകാശമില്ലെന്നും ഉറപ്പുപറയുന്നു

അപേക്ഷകന്റെ പേരും ഒപ്പും   സ്ഥലം   തീയതി

പണയസാമാനവില മതിപ്പുകാരന്റെ റിപ്പോർട്ട്

പണയസാമാനവിവരം   ആകെ തൂക്കം—കഴിച്ച് മൊത്തം വില · ആകെ വില
ബ്രിട്ടീഷ് രൂപാ   (അക്ഷരത്തിൽ   ക.   കാശിൽ
കൊടുത്താൽ ഞാൻ ഉത്തരവാദിയാണ്.
വിലമതിപ്പുകാരന്റെ പേരും ഒപ്പും

ആഫീസിൽ പൂരിപ്പിക്കേണ്ടതു് (൧) മെമ്പർ നമ്പർ (൨) എടുത്തിട്ടുള്ള ഓഹരി (൩) ഒടുക്കിയിട്ടുള്ള ഓഹരിതുക (൪) കുടിശിഖ (൫) മുൻപു കൊടുത്തിട്ടുള്ള പണയവായ്പ ബാക്കിനിൽപ്—ശിഷ്ടം—രൂപാ (൬) മറുവായ്പകളിൽ ബാക്കി രൂപാ കുടിശിഖ—രൂപാ അപേക്ഷിച്ചിട്ടുള്ള പണയവായ്പത്തുക (൭) ഉരുപ്പടിവില (൮) കൊടുക്കാവുന്ന തുക
മാനേജർ/സെക്രട്ടറി

(അക്ഷരത്തിൽ) ബ്രിട്ടീഷ് രൂപാ കൊടുക്കണം   മാനേജർ/സെക്രട്ടറി

പണയവായ്പനമ്പർ
പണയരസീതുനമ്പർ
—ാംനമ്പർ സഞ്ചിയിൽ ഇട്ടു സൂക്ഷിച്ചു   മാനേജർ/സെക്രട്ടറി
ഉരുപ്പടിവായ്പ അംഗീകരിച്ചു
നിശ്ചയനമ്പർ
തീയതി   പ്രസിഡന്റ്.

ഈ അപേക്ഷപ്രകാരം പണയകടമായി ബ്രിട്ടീഷ് രൂപാ (അക്ഷരത്തിൽ) മാത്രം കടപത്രം എഴുതിക്കൊടുത്തു് കൈപ്പറ്റിയിരിക്കുന്നു. പണയസാമാനരസീതും വാങ്ങിച്ചിരിക്കുന്നു.
പേര്
ഒപ്പ്
തീയതി

സഹകരണസംഘം നമ്പർ

വായ്പനമ്പർ..........തീയതി .........ബ്രിട്ടീഷ്‌രൂപാ
പണയ രസീതു നമ്പർ ....തീയതി.. ...
തീർച്ചയ നമ്പർ... ... ......തീയതി.....

## ഉരുപ്പടിപ്പണയ കടപ്പത്രം.

.........-മാണ്ടു .......മാസം.........-ാംനു.....,സഹകരണസംഘം/ബാങ്ക് പ്രസിഡന്റു അവർകൾക്കു ടി സംഘത്തിൽ/ബാങ്കിൽ ........-ാം നമ്പർ അംഗം .....താലൂക്ക..... പകുതി......ദേശത്തു......വീട്ടിൽ .......മകൻ/അനന്തിരവൻ (ജാതി തൊഴിൽ വയസ്സ്)......എഴുതിക്കൊടുത്ത പണയകടപ്പത്രമാവിതു

ടി തീയതിയിൽ ടി സംഘത്തിൽ/ബാങ്കിൽനിന്നും ഞാൻ ......ആവശ്യത്തിനായി കടമായി വാങ്ങിച്ച ബ്രിട്ടീഷ്‌രൂപാ......ഈ രൂപാ (അക്ഷരത്തിൽ)......നംഷിന്റെ വകയും ആകെ ബ്രിട്ടീഷ്‌രൂപാ.....ക്കു ..കാണും വിലമതിക്കുന്നതും വിലമതിക്കത്തക്കതായിട്ടുള്ളതും ഉടമ്പടിയിൽ ചേർക്കുന്നതും താഴെ വിവരം പറയുന്നതും (ഉരുവകം വിവരം പറയുന്നതും) ആയ ഉരുപ്പടികളെ നിങ്ങൾക്കു പണയമായി തന്നിരിക്കുന്നു. ഈ കടം രൂപാ......യും മാസം ഒന്നിനു രൂപാക്കു കണ്ടുവീതം കൂടുന്ന പലിശസഹിതം ...മാസങ്ങൾക്കകം അടിയിൽ പറയുന്ന തവണകളിൽ തിരിച്ചു കൊടുത്തുകൊള്ളാം.

൧ തവണ തീയതി...ആണ്ടു ... മാസം...തീയതി. രൂപാക്ക
അതുവരെയുള്ള പലിശയും

൨ തവണ തീയതി...ആണ്ടു...മാസം...തീയതി...രൂപയും അതുവരെയുള്ള പലിശയും

ടി തവണകളിൽ ഏതെങ്കിലും വീഴ്ചയായ മുടക്കം വരുത്തിയാൽ ബാങ്കുനിബന്ധനകൾക്കു ഞാൻ ഉൾപ്പെട്ടിരിക്കുന്നതും കമ്മിറ്റി നിശ്ചയിക്കുന്നപ്രകാരവും പണയക്കാരൻ ആൾസ്വന്തപ്രകാരവും പണയസാമാനങ്ങളെ ലേലത്തിൽവിററു ടി കടം വായ്പ മുതൽ പലിശ മറ്റുചിലവുകൾ മുതലായവയെ ഈടാക്കി വരവുവച്ചു തീർക്കുന്നതിനും എന്റെ പക്കൽനിന്നും ബാങ്കിനു ഈടാക്കാനുള്ളതു നീക്കി ബാക്കിയുണ്ടെങ്കിൽ എനിക്കു തരുന്നതിനും ലേലത്തിൽ വിററുകിട്ടുന്നതുക മതിയാകാതെ വന്നാൽ കൂടുതൽ വേണ്ടിവരുന്നതുക എന്നിലും എന്റെ സ്ഥാവരജംഗമസ്വത്തുക്കളിലും നിന്നും ഈടാക്കിക്കൊള്ളുന്നതിനും ഇതിനാൽ നിങ്ങളെ അധികാരപ്പെടുത്തിയിരിക്കുന്നു. ഇപ്പോഴും ബാങ്കിലുള്ള നിബന്ധനകൾക്കും മേലാലുള്ള എല്ലാനിബന്ധനകൾക്കും ഞാൻ ബന്ധപ്പെട്ടിരിക്കുന്നു.

കടംവാങ്ങിയവന്റെ ഒപ്പു.

സാക്ഷികൾ (൧)
(൨)

(ഉരുപ്പടിവിവരം)

വായ്പക്കാരന്റെ ഒപ്പു.

## (III)

## വിതരണ സംഘങ്ങൾ.

### പുസ്തകങ്ങളും ഫാറങ്ങളും.

൧. മിനിട്ടുബുക്ക
൨. പ്രവേശനരജിസ്റ്റർ
൩. നാൾവഴി
൪. സ്റ്റോർകീപ്പറുടെ നാൾവഴി

൫. സാമാനം വാങ്ങിക്കുന്നവകക്കളുടെ പുസ്തകം
൬ സാമാനവിവര ഏടവു
൭. മറ്റുചിലവുകൾക്കുള്ള ചിലവുരജിസ്റ്റർ (Incidental charges register)
൮. വിലവിവരം രജിസ്റ്റർ
൯. കഴിവുസ്ഥാനരജിസ്റ്റർ
൧൰. വില്പനക്കാരന്ന സാമാനംകൊടുക്കുന്നവകക്കുള്ള രജിസ്റ്റർ
൧൧. വില്പനരസീതു
൧൨. ദിവസംതോറുമുള്ള വില്പനരജിസ്റ്റർ (Daily Sales Register)
൧൩. സിൽബന്ധിചിലവും തൻചിലവും രജിസ്റ്റർ
൧൪. കടംവ്യാപാരമുൻരൂപാരജിസ്റ്റർ (Register of Trade advances )
൧൫. സാമാനം ഏല്പിക്കുന്ന കച്ചവടക്കാരനെ സംബന്ധിച്ചരജിസ്റ്റർ (Supplies personal ledger)
൧൬ അംഗങ്ങൾ സാമാനം വാങ്ങിക്കുന്ന വിവരംരജിസ്റ്റർ
൧൭. വില്പനരസീതുകളിൽനിന്നുമുള്ള സാമാനങ്ങളുടെ ചിലവുവിവരം
൧൮. സാമാനങ്ങളുടെ കുറവുവിവരം രജിസ്റ്റർ
൧൯. സാമാനങ്ങളുടെ കുറവുവിവരംതെളിയിക്കുന്നസ്റ്റേറ്റുമെൻറ
൨൰. ദിവസേനയുള്ള വരവുചിലവുകൾ പതിക്കുന്നരജിസ്റ്റർ
൨൧. രസീതുപുസ്തകം
൨൨. സ്ഥിരനിക്ഷേപരജിസ്റ്റർ
൨൩. റിക്കറിങ്ങ നിക്ഷേപരജിസ്റ്റർ
൨൪. കരുതൽധനംരജിസ്റ്റർ
൨൫. അംകസമാനങ്ങൾ, ഫാറങ്ങൾ, സ്റ്റേഷനറി ഇവകളുടെരജിസ്റ്റർ
൨൬. അക്വിറ്റൻസുറോൾ
൨൭. വരവുഷററർപതിക്കുന്ന രജിസ്റ്റർ
൨൮. അയക്കുന്ന ഫററുകൾ പതിക്കുന്നരജിസ്റ്റർ
൨൯. കൂട്ടായി സാധനങ്ങൾ വാങ്ങിക്കുന്നവകക്കുള്ളരജിസ്റ്റർ
൩൰. കൂട്ടായി സാധനങ്ങൾ വിൽക്കുന്നവകക്കുള്ളരജിസ്റ്റർ

## നെയ്ത്തുകാരുടെസംഘങ്ങൾ.

൧. നാൾവഴി
൨. നൂലിന്റെസ്റ്റാക്കുവിവരംരജിസ്റ്റർ
൩. കുറതീർന്ന സാമാനവിവരംരജിസ്റ്റർ
൪. ലെഡ്ജർ

## വിതരണസംഘങ്ങൾ

൧

### മിനിട്ടുബുക്ക

(ക്ലിപ്തസഹിതസംഘമാതൃക ൧ നോക്കുക)

൨

### പ്രവേശനരജിസ്റ്റർ

(ക്ലിപ്തസഹിതസംഘമാതൃക ൨ നോക്കുക

൩

### നാൾവഴി

(ക്ലിപ്തസഹിതസംഘമാതൃക ൩ നോക്കുക)

## ൧

## സ്റ്റോർകീപ്പറുടെ നാൾവഴി.

| ക്രമനമ്പർ | സ്വീകരിച്ച സാമാന വിവരം | വിലവിവരപ്പട്ടിക അനുസരിച്ച് അളവ്, തൂക്കം | തിട്ടപ്പെടുത്തിയ അളവ്, തൂക്കം | സ്റ്റോർകീപ്പറുടെ അടയാളം | സാമാന വിവര ഏറ്റെടുപ്പ് വശം | സാമാനം വാങ്ങിക്കുന്ന വിവരം കാണിക്കുന്ന ഏറ്റെടുപ്പ് വശം | വില ഒടുക്കിയ തീയതി | അക്കൗണ്ടന്റിന്റെ അടയാളം | റിമാർക്സ് |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

## ൨

## സാമാനം വാങ്ങിക്കുന്ന വകക്കുള്ള പുസ്തകം.

| തീയതി | ക്രമനമ്പർ | വൗച്ചർനമ്പർ | ആരുടെ പക്കൽ നിന്നും വാങ്ങിച്ചു എന്ന് | വാങ്ങിച്ച സാമാനത്തിന്റെ പേര് | അളവ്, തൂക്കം | നിരക്ക | വില | തുക | റിമാർക്സ് |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

## ൩

## സാമാനവിവര ഏറ്റെടുപ്പ്.

| തീയതി | വിലവിവരപ്പട്ടികയുടെ നമ്പർ | വാങ്ങിയ | | വിറ്റ | | നീക്കിയിരിപ്പ് സാമാനം | ഒരു സംക്ഷേപത്തിനുശേഷമുള്ള നീക്കിയിരിപ്പ് | അളവ്, തൂക്കം | കുറവ് | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | അളവ് | വില | അളവ് | വില | | | | കാരണം | റിമാർക്സ് |
| | | | | | | | | | | |

### ൭

### മററുചിലവുകൾക്കുള്ള രജിസ്റ്റർ.

### Incidental charges register.

| ചിലവിവരപ്പട്ടിക യുടെ നമ്പർ | ചിലവിവരപ്പട്ടിക അനുസരിച്ച് തുക | കൊടുക്കുന്ന മററു സംചിലവുകൾ | | കോൺടിൻജൻസിയിൽ തുക ഒന്നിച്ച് മൊത്തം ചിലവ് | സാമാനത്തിന്റെ പേര് | ഓരോ സാമാനത്തിന്റെയും വില | ഓരോ സാമാനത്തിന്റെ-ം അടച്ചുതീർന്ന ചിലവ് | റിമാർക്സ് |
|---|---|---|---|---|---|---|---|---|
| | | വിവരം | തുക | | | | | |
| ൧ | ൨ | ൩ | | ൪ | ൫ | ൬ | ൭ | ൮ |
| | | | | | | | | |

### ൮.

### വിലവിവരം രജിസ്റ്റർ.

സാമാനത്തിന്റെ പേരു :—.

| തീയതി | കോൾവില | കൂലിച്ചിലവ് | കൂടുതൽ ശതമാനം | വില്ക്കേണ്ട നിരക്കുവില | കമ്പോള നിരക്ക | വിലനിശ്ചയിക്കുന്ന കമ്മിററിയുടെ അടയാളം |
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### വിലവിവരംരജിസ്റ്റർ.

(൧) സാമാനങ്ങളുടെ പേരു.

(൨) ആണ്ടു മാസം ൹ലെ
കമ്പോളവില (ചില്ലറവില്പനവില).

(൩) പ്രത്യേകതുകവീതമോ തൂക്കത്തിന്മേലോ
വിൽക്കുവാൻ അനുവദിച്ച വില

(൪) ഈ നിരക്ക ആണ്ടു മാസം ൹വരെ നിലവിലിരിക്കും.
വില നിശ്ചയിക്കുന്ന കമ്മിററി അംഗങ്ങളുടെ
ഒപ്പോ അടയാളമോ.

## ൯.
## കഴിവുസാമാനരജിസ്റ്റർ.

| തീയതി | സാമാനത്തിന്റെ വിവരം | അളവുതൂക്കം | കമ്പോളവില | വിററവില | ൪, ൫ ഈ കളങ്ങളിലെ തുകകൾതമ്മിലുള്ള വ്യത്യാസം | സാമാനം ചീത്തയായകഴിഞ്ഞിട്ടായ പരിതസ്ഥിതികളും, അവരുടെ നിർദ്ദേശപ്രകാരം എങ്ങിനെ വിററു എന്നും ഉള്ള വിവരം |
|---|---|---|---|---|---|---|
| ൧ | ൨ | ൩ | ൪ | ൫ | ൬ | ൭ |
| | | | | | | |

## ൧൦
## വില്പനക്കാരനു സാമാനം കൊടുക്കുന്ന വകകളുടെ രജിസ്റ്റർ.
(ഇതിനു പകർപ്പ ഉണ്ടായിരിക്കണം)

| തീയതി | സാമാനത്തിന്റെ വിവരം | അളവുതൂക്കം | വില്ക്കേണ്ട നിരക്ക് | ഓരോ സാമാനത്തിനും ൪-ാം കോളത്തിൽ വിവരിച്ച നിരക്കു വില | വില്പനക്കാരന്റെ അടയാളം | തീയതി | വില്പനക്കാരന്റെ മടക്കിയതുക | റിമാർക്ക്. |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

## ൧൧.
## വില്പനരസീത്.
(Sales slip)

ക്രമനമ്പർ
അംഗത്തിന്റെ നമ്പർ.

| വിററസാമാനത്തിന്റെ വിവരം | അളവുതൂക്കം | വില | റിമാർക്ക്സ് |
|---|---|---|---|
| | | | |

തീയതി

അക്കൗണ്ടന്റ്.

## ൮൨.

## ദിവസംതോറുമുള്ള വില്പനരജിസ്റ്റർ.

| തീയതി | വില്പനക്കുറിപ്പിന്റെ ക്രമമനുസരിച്ച് നമ്പർ | തുക | |
|---|---|---|---|
| | | | |

## ൮൩.

## വ്യാപാരപററുപടി രജിസ്റ്റർ.

അംഗത്തിന്റെ നമ്പരും പേരും.
അനുവദിക്കപ്പെട്ടിട്ടുള്ള പററുപടി തുക.

| തീയതി | പററ | വരവ് | ബാക്കി | സെക്രട്ടറിയുടെ അടയാളം |
|---|---|---|---|---|
| | | | | |

൭൪

## സാമാനം ഏറ്റുവാങ്ങുന്ന കച്ചവടക്കാരനെ സംബന്ധിച്ച വിവരം.

൧. സാമാനം തരുന്ന കച്ചവടക്കാരന്റെ പേര്.
൨. മേൽവിലാസം.

| [illegible] | വിവാദത്തിലുള്ള സാമാനം [illegible] | വാങ്ങിച്ച സാമാനത്തിന്റെ പേരും അളവും (തൂക്കവും) | സ്റ്റോർകീപ്പറുടെ പുസ്തകത്തിലെ വശം | അളവ് (തൂക്കം) | വിലനിരക്ക് | തുക | മററു ചിലവുകൾ | [illegible] | കൊടുത്ത തുക | സാമാനം വാങ്ങിക്കപ്പെട്ട വിവരം രജിസ്റ്ററിലെ വശം | [illegible] | തിരസ്കരിച്ച അളവ് (തൂക്കം) | തിരസ്കരിച്ച അളവിന്റെയോ തൂക്കത്തിന്റെയോ ആകെ വില | ഈടാക്കിയ വില | ഈടാക്കിയ തീയതി | റിമാർക്ക്സ് |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ൧ | ൨ | ൩ | ൪ | ൫ | ൬ | ൭ | ൮ | ൯ | ൧൦ | ൧൧ | ൧൨ | ൧൩ | ൧൪ | ൧൫ | ൧൬ | ൧൭ |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

ഫം.

## അംഗങ്ങൾ സാമാനം വാങ്ങിക്കുന്ന വിവരം രജിസ്റ്റർ.

നമ്പർ
അംഗത്തിന്റെ പേര്.

| തീയതി | വില്പനക്കുറിപ്പു നമ്പർ | സാമാനവില | റിമാർക്ക്സ് |
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## വില്പനക്കുറിപ്പ് (Sales slip)കളിൽനിന്നുള്ള സാമാനങ്ങളുടെ ചെലവുവിവരം.

| സാമാനത്തിന്റെ പേര് | | | സാമാനത്തിന്റെ പേര് | | | സാമാനത്തിന്റെ പേര് | | | സാമാനത്തിന്റെ പേര് | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ക്രമനമ്പർ | രസീതുനമ്പർ | തുക | ക്രമനമ്പർ | രസീതുനമ്പർ | തുക | ക്രമനമ്പർ | രസീതുനമ്പർ | തുക | ക്രമനമ്പർ | രസീതുനമ്പർ | തുക |
| | | | | | | | | | | | |

## സാമാനങ്ങളുടെ കുറവുവിവരം.
## രജിസ്റ്റർ.

| സാമാനവിവരം | അനുവദിക്കാവുന്ന കുറവിന്റെ വിവരം | കുറവു അനുവദിച്ച കമ്മിററിയുടെ തീരുമാന നമ്പരും തീയതിയും | കുറവുസാമാനത്തിന്റെ വില. | റിമാർക്ക് |
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### സാമാനങ്ങളുടെ കറവുവിവരം തയ്യാറാക്കുന്ന സ്റ്റേറ്റമെൻറ.

| ക്രമനമ്പർ | സാമാനവിവരം | ആരംഭത്തിൽ ഉണ്ടായിരുന്നതു് | വരവ് | ചെലവ് | കണക്കിൻ പ്രകാരം ബാക്കി കാണേണ്ടതു് | യഥാർത്ഥത്തിൽ ബാക്കിയുള്ളതു | × | കറവുസമ്മതത്തിൻെറ [illegible] | റിമാർക്ക് |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

ദിവസേനയുള്ള വരവുചിലവുകൾ.
പതിക്കുന്ന രജിസ്റ്റർ,

[illegible] ക്ലിപ്തരഹിതസംഘങ്ങളിലെ രജിസ്റ്ററിൻെറ മാതൃക.
(ഇനങ്ങളുടെ സംഖ്യ അനുസരിച്ചു കാളങ്ങൾ കൂട്ടിക്കൊള്ളണം.)

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| ൧൦, | സിൽബന്ധിച്ചിലവും തൻഖിലവും രജിസ്റ്റർ | ക്ലിപ്തരഹിതസംഘം മാതൃക നമ്പർ ൧൧ |
| ൧൧. | രസീത് | ടി ടി ഫാറം നമ്പർ ൨ |
| ൧൨, | സ്ഥിരനിക്ഷേപരജിസ്റ്റർ | ക്ലിപ്തരഹിതസംഘം ടി നമ്പർ ൨൨ |
| ൧൩. | റിക്കറിംഗ് നിക്ഷേപ രജിസ്റ്റർ | ടി നമ്പർ ൨൩ |
| ൧൪. | കരുതൽ ധനനിക്ഷേപരജിസ്റ്റർ | ക്ലിപ്തരഹിതസംഘം ടി നമ്പർ ൨൪ |
| ൧൫, | അകസാമാനങ്ങൾ ഫാറങ്ങൾ സ്റ്റേഷണറി ഇവയ്ക്കുള്ള രജിസ്റ്റർ | ക്ലിപ്തരഹിതസംഘം മാതൃക നമ്പർ ൧൯ |
| ൧൬, | അക്വിട്ടൻസ്‌റോൾ | ക്ലിപ്തരഹിതസംഘം ടി നമ്പർ ൨൫ |
| ൧൭, | വരവുഫാറങ്ങൾ പതിക്കുന്ന രജിസ്റ്റർ. | ടി ടി നമ്പർ ൨൬ |
| ൧൮, | അയക്കുന്ന ഫാറങ്ങൾ പതിക്കുന്ന രജിസ്റ്റർ | ടി ടി നമ്പർ ൨൭ |
| ൧൯, | കൂട്ടായി സാധനങ്ങൾ വാങ്ങിക്കുന്ന വകക്കുള്ള രജിസ്റ്റർ | ടി ടി നമ്പർ ൩൩ |
| ൨൦. | കൂട്ടായി സാധനങ്ങൾ വിൽക്കുന്ന വകക്കുള്ള രജിസ്റ്റർ | ടി ടി നമ്പർ ൩൪ |

## നെയ്ത്തുകാരുടെ സംഘങ്ങൾ

ഫ നമ്പർവരി.

| തീയതി | രസീതുനമ്പർ | വൗച്ചർനമ്പർ | വിവരണം | പേരേട്ടുപക്കം | എത്രകെട്ടുനൂൽ വിററു എന്ന | എത്രകെട്ടുനൂൽ വാങ്ങിച്ചു എന്ന | നെയിത്തുകാർക്കുകൊടുത്തനൂലിൻെറവില | രൊക്കംവരവു | രൊക്കംചിലവു് |
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| | | | | | | | | | |

### നൂലിൻെറസ്റ്റാക്കുവിവരം രജിസ്റ്റർ

യന്ത്രശാലയുടെപേര് നൂലിൻെറവിവരണം കെട്ടിനുസാധാരണവില

| തീയതി | വില വിവരപ്പട്ടികയുടെ നമ്പർ | പേരേട്ടുപക്കം | വിവരണം | വാങ്ങിയ | | വിററ | | ബാക്കി | | സെക്രട്ടറിയുടെയോ ഡിററക്ടരുടെയോ [illegible] |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | കെട്ട് | വില | കെട്ട് | വില | കെട്ട് | വില | |
| | | | | | | | | | | |

നോട്ട്. ഓരോതരം നൂലിനും ഓരോഭാഗങ്ങൾ ഉപയോഗിക്കണം.

൨, വാങ്ങിയതിൻെറയും വിററതിൻെറയും നീക്കി ബാക്കിയുടെയും വിവരങ്ങൾ വിശേഷേന കുറിക്കണം.

൯. വില കൊടുത്തുവാങ്ങിയിനങ്ങൾ.

## കറ തീർന്ന സാമാനവിവരം രജിസ്റ്റർ

| | എണ്ണം | | | അളവു | | | | | ഇനം | |
|---|---|---|---|---|---|---|---|---|---|---|
| ക്രമനമ്പർ | ഏതു അംഗത്തിന്റെ പക്കൽനിന്നു വാങ്ങിയോ ആ അംഗത്തിന്റെ പേര് | വിവരം | വാങ്ങിയ തീയതി | ഏറടവുശം | വാങ്ങിയതായ വില | കമ്മീഷൻ | വിററ വില | ഈടാക്കിയ വില | വിററ തീയതി | ബില്ലിന്റെ നമ്പർ |
| | | | | | | | | | | |

൰.

## പേരേട്

ക്രമനമ്പർ — കടംവാങ്ങാവുന്ന കടത്തിന്റെ പരമാവധിസംഖ്യ

അംഗത്തിന്റെ പേര്,

ഓഹരിത്തുക. — ജാമ്യക്കാരുടെ പേര്.

| | | | | കടംവാങ്ങിയ | | | |
|---|---|---|---|---|---|---|---|
| തീയതി | ഏറടവു വകം | വൌച്ചറിന്റെയോ ടിക്കററിന്റെയോ നമ്പർ | ഇതിനെ സംബന്ധിച്ച വിവരങ്ങൾ (തരം, എണ്ണം, നിറം മുതലായവ) | ആഭരണങ്ങൾ | | പണം കടം അഡ്വാൻസ് | ആകെ |
| | | | | കെട്ട് | വില | | |
| ൧ | ൨ | ൩ | ൪ | ൫ | ൬ | ൭ | ൮ |
| | | | | | | | |

| മടക്കിയ | | | | | | | സെക്രട്ടറിയുടെ ഒപ്പും | ആഡിററുടെ അഭിപ്രായം |
|---|---|---|---|---|---|---|---|---|
| മടക്കേണ്ട തീയതി | മടക്കിയ തീയതി | മുതൽ തീർന്നസംഖ്യ | | പലിശ | ആകെ | ബാക്കി | | |
| | | മുൻകൂറായി | കുടിശ്ശിഖവക | | | | | |
| ൯ | ൧൦ | ൧൧ | ൧൨ | ൧൩ | ൧൪ | ൧൫ | ൧൬ | ൧൭ |
| | | | | | | | | |

നോട്ട്:— ഈ കാളങ്ങൾ അടങ്ങിയിട്ടുള്ള പാസ്സ്ബുക്ക് ഓരോ അംഗത്തിനും കൊടുക്കണം.

## IV.

### സഹകരണ ഐക്യസംഘങ്ങളിൽ ഉണ്ടായിരിക്കേണ്ട പ്രത്യേകരജിസ്റ്ററുകളും ഫാറങ്ങളും

വിവരം.

൧. അംഗങ്ങളുടെ പ്രവേശനരജിസ്റ്റർ.
൨. സംഘടിതസംഘങ്ങളുടെ രജിസ്റ്റർ.
൩. അംശസംഖ്യകളുടെ പരിശോധനരജിസ്റ്റർ.
൪. സംഘങ്ങളുടെവായ്പ അപേക്ഷകൾക്കുള്ളരജിസ്റ്റർ.
൫. സൂപ്പർവിഷൻഫണ്ട് രജിസ്റ്റർ.
൬. സംഘങ്ങളുടെ പൊതുയോഗമുള്ള സ്ഥിതിയെ കാണിക്കുന്നരജിസ്റ്റർ.
൭. യൂണിയൻ ബഡ്ജററ സ്റ്റേററുമെൻറ.
൮. പ്രതിനിധികളുടെ നിയമനപ്പത്രികകളുടെരജിസ്റ്റർ.
൯. സൂപ്പർവൈസരുടെ സഞ്ചാരപ്പത്രികയുടെ ഫാറം.
൧൦. സംഘടിതസംഘങ്ങളിലെ ഓഡിററുദോഷങ്ങളുടെ വിവരംസംബന്ധിച്ചരജിസ്റ്റർ.
൧൧. യൂണിയൻ ഭരണയോഗാംഗങ്ങളുടെ ഹാജർവിവരംരജിസ്റ്റർ.
൧൨. കൂട്ടായി വാങ്ങുന്നതു സംബന്ധിച്ചരജിസ്റ്റർ.
൧൩. കൂട്ടായി വിൽക്കുന്നതു സംബന്ധിച്ചരജിസ്റ്റർ.
൧൪. സൂപ്പർവൈസറന്മാരുടെ പരിശോധനാ റിപ്പോർട്ടുഫാറം.
൧൫. യൂണിയൻറ പ്രോഗ്രസ്സ്റിപ്പോർട്ടുഫാറം.

## ഫ. അംഗസംഘങ്ങളുടെ പ്രവേശന രജിസ്റ്റർ

| ക്രമനമ്പർ | സംഘത്തെ സംബന്ധിച്ച |  | സംഘത്തെ അംഗമായി ചേർത്ത തീയതി | സംഘങ്ങൾക്കു കൊടുക്കാവുന്ന പരമാവധി ഷെയറുകൾ | അംഗമായി ചേരുന്നതിനുള്ള ഫീസ് ഈടാക്കിയതു | എടുത്ത ഓഹരികളുടെ എണ്ണം | പ്രതിനിധിയുടെ പേര് | പ്രതിനിധി ഫീസ് |  | പ്രതിനിധിയുടെ ഒപ്പ് | സംഘം യൂണിയനിൽ നിന്നുപോയ തീയതി | ഓണററി സെക്രട്ടറിയുടെ അടയാളം | അദ്ധ്യക്ഷന്റെ അടയാളം | റിമാർക്ക് |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
|  | രജിസ്റ്റർനമ്പർ | സംഘത്തിന്റെ പേര് |  |  |  |  |  | തുക | അടച്ച തീയതി |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

## സംഘടിതസംഘങ്ങളുടെ രജിസ്റ്റർ.

| ക്രമനമ്പർ | സംഘങ്ങളുടെ പേര് | രജിസ്റ്റർ ചെയ്ത തീയതി | പൂർണ്ണമായ മേൽവിലാസം | സംഘത്തിന്റെ പ്രവർത്തനപരിധി | യൂണിയനിൽ അംഗമായിചേർന്ന തീയതി | റിമാർക്ക് |
|---|---|---|---|---|---|---|
|  |  |  |  |  |  |  |

## ബ. അംഗസംഘങ്ങളുടെ പരിശോധനാരജിസ്റ്റർ.

| ക്രമനമ്പർ | അംഗസംഘത്തിന്റെ പേര് | പരിശോധന സംബന്ധിച്ചവിവരങ്ങൾ |  |  |  |  |  |  |  |  |  |  |  | റിമാർക്ക് |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
|  |  | ഒന്നാംക്വാർട്ടർ |  |  | രണ്ടാംക്വാർട്ടർ |  |  | മൂന്നാംക്വാർട്ടർ |  |  | നാലാംക്വാർട്ടർ |  |  |  |
|  |  | തീയതി | ആര് പരിശോധിച്ചു എന്ന് | സെക്രട്ടറിയുടെ അടയാളം | തീയതി | ആരുപരിശോധിച്ചു എന്നു | സെക്രട്ടറിയുടെ അടയാളം | തീയതി | ആരുപരിശോധിച്ചു എന്ന് | സെക്രട്ടറിയുടെ അടയാളം | തീയതി | ആരുപരിശോധിച്ചു എന്ന് | സെക്രട്ടറിയുടെ അടയാളം |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

## ൪. സംഘങ്ങളുടെ വായ്പാ അപേക്ഷകളുടെ രജിസ്റ്റർ.

| ക്രമ നമ്പർ | യൂണിയൻ ഓഫീസിൽ കൈപ്പറ്റിയ തീയതി | ഏതു സംഘത്തിൽ നിന്ന് | വായ്പത്തുക, വീട്ടിത്തീർക്കാൻ കാലാവധി, വായ്പയുടെ ഉദ്ദേശം, എന്നീവിവരങ്ങൾ | അന്വേഷണത്തിന് അപേക്ഷ എന്ന്, ആരെ ഏല്പിച്ചു എന്ന് | മറുപടി കൈപ്പറ്റിയ തീയതിയും, റിപ്പോർട്ടിന്റെ നമ്പരും തീയതിയും | പൊതുയോഗത്തിന്റെ നിശ്ചയവും ആയതിന്റെ നമ്പരും തീയതിയും | ധനവിനിമയം ചെയ്യുന്ന ബാങ്കിലേക്ക് ശുപാർശ ചെയ്തയച്ച തീയതി | റിമാർക്ക് |
|---|---|---|---|---|---|---|---|---|
| ൧ | ൨ | ൩ | ൪ | ൫ | ൬ | ൭ | ൮ | ൯ |
|  |  |  |  |  |  |  |  |  |

## ൫. സൂപ്പർവിഷൻ ഫണ്ട് രജിസ്റ്റർ.

സംഘത്തിന്റെ { നമ്പർ
പേര്

| ക്രമ നമ്പർ | ഏതുമാസത്തേക്ക് | സൂപ്പർവിഷൻഫണ്ടിന്റെ തുക |  |  |  | റിമാർക്ക് | ധനവിനിമയം ചെയ്യുന്ന ബാങ്കിന്റെ പേര് | ഏതു വർഷത്തേക്ക് | റിബേറ്റിന്റെ തുക |  |  |  | റിമാർക്ക് |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
|  |  | ചേരേണ്ടത് | തീയതി | വന്നത് | ബാക്കി |  |  |  | ഈടാക്കാനുള്ളത് | തീയതി | ഈടായത് | ബാക്കി |  |
| ൧ | ൨ | ൩ | ൪ | ൫ | ൬ | ൭ | ൮ | ൯ | ൧൦ | ൧൧ | ൧൨ | ൧൩ | ൧൪ |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |

### ൬. സംഘങ്ങളുടെ പൊതുവെയുള്ള സ്ഥിതിയെ കാണിക്കുന്ന രജിസ്റ്റർ.

൧. സംഘത്തിന്റെ രജിസ്റ്റർ നമ്പർ.
൨. സംഘത്തിന്റെ പേര്.
൩. മേൽവിലാസം.
൪. ഒന്നാമത്തെ തിരഞ്ഞെടുത്ത തീയതി.
൫. വായ്പ വാങ്ങാവുന്ന പരമാവധിതുക. തീയതി
൬. കടപ്പത്രം എഴുതിക്കൊടുത്ത കക്ഷികൾ.
൭. സംഘംവക ഡിപ്പോസിറ്റുകൾ.
൮. അംഗങ്ങളുടെ സമ്പാദ്യങ്ങളുടെ ആകെ തുക.
ഒടുവിൽ പുതുക്കിയ തീയതി. തുക

| സംഘത്തിന്റെ പേര് | വിവരങ്ങൾ | | | ഈടാക്കേണ്ടത് | | | |
|---|---|---|---|---|---|---|---|
| | വായ്പ നമ്പർ | വായ്പ തീയതി | വായ്പത്തുക | തവണകളുടെ എണ്ണം | അടയ്ക്കേണ്ട തീയതി | മുതൽ | പലിശ |
| ൧ | ൨ | ൩ | ൪ | ൫ | ൬ | ൭ | ൮ |
| | | | | | | | |

| ഈടാക്കിയത് | | | ബാക്കി | | | | |
|---|---|---|---|---|---|---|---|
| തീയതി | മുതൽ | പലിശ | മുതൽ | പലിശ | ആകെ | ബാക്കി നില്പ് | റിമാർക്ക് |
| ൯ | ൧൦ | ൧൧ | ൧൨ | ൧൩ | ൧൪ | ൧൫ | ൧൬ |
| | | | | | | | |

## ൭. യൂണിയൻ ബഡ്ജററ് സ്റ്റേററുമെൻറ്.

ഉദ്ദേശിക്കുന്ന വരവുകളുടെ തുക.

| ക്രമ നമ്പർ | അംഗമായി ചേരുന്നതിനുള്ള ഫീസ് | പ്രതിനിധി ഫീസ് | ധനസഹായബാങ്കിൽനിന്നുള്ള റിബേററ് | സംഘടിതസംഘങ്ങളിൽ നിന്നുമുള്ള സംഭാവന | മുന്നാണ്ടവസാനത്തിലെ നീക്കിയിരിപ്പ് | മററിനം വരവുകൾ | ആകെ |
|---|---|---|---|---|---|---|---|
| ൧ | ൨ | ൩ | ൪ | ൫ | ൬ | ൭ | ൮ |
| | | | | | | | |

ഉദ്ദേശിക്കുന്ന ചെലവുകളുടെ തുക.

| സൂപ്പർവൈസർമാരുടെ ശമ്പളം | സിൽബന്തി ചെലവുകൾ | സഞ്ചാരപ്പടി | കണ്ടിച്ചെലവുകൾ | | | ആകെ | റിമാർക്ക് |
|---|---|---|---|---|---|---|---|
| ൯ | ൧൦ | ൧൧ | ൧൨ | ൧൩ | ൧൪ | ൧൫ | ൧൬ |
| | | | | | | | |

## ൮. പ്രതിനിധികളുടെ സഞ്ചാരപ്പടിയ്ക്കുള്ള രജിസ്റ്റർ.

പരസ്പരസഹായ യൂണിയൻ

| ക്രമ നമ്പർ | മാസവും തീയതിയും | പ്രതിനിധിയുടെ പേരു മേൽവിലാസം [illegible] | ഏതു സംഘത്തിന്റെ പ്രതിനിധി എന്ന് | സഞ്ചരിച്ച ദൂരം | മൈലൊന്നിന് സഞ്ചാരപ്പടി നിരക്ക് | റെയിൽവേക്കൂലി | സിററിംഗ് ഫീസ് | ആകെ കൊടുക്കേണ്ട തുക | ആകെ കൊടുത്ത തുക | തുക കൈപ്പററിയതായി മെമ്പറിന്റെ ഒപ്പ് | റിമാർക്ക് |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | |

### ൯. സൂപ്പർവൈസരുടെ സഞ്ചാരപ്പട്ടി മെമ്മോറാണ്ടം.

ആണ്ടു മാസം

| തീയതി | സഞ്ചാരമാർഗ്ഗം |  | യാത്രാമാർഗ്ഗം | യാത്രയുടെ വിധം | സഞ്ചാരപ്പടി | ദിനപ്പടി | ജോലികളും | ആകെ | റിമാർക്ക് |
|---|---|---|---|---|---|---|---|---|---|
|  | ഇന്നസ്ഥലത്തുനിന്നു | ഇന്നസ്ഥലത്തേക്കു |  |  |  |  |  |  |  |
| ൧ | ൨ | ൩ | ൪ | ൫ | ൬ | ൭ | ൮ | ൯ | ൧൦ |
|  |  |  |  |  |  |  |  |  |  |

### ൧൦. സംഘടിത സംഘങ്ങളിലെ മരണസഹായാംഗങ്ങളുടെ വിവരം സംബന്ധിച്ച രജിസ്റ്റർ.

സംഘത്തിന്റെ പേര്          സംഘനമ്പർ

| നമ്പർ | തിരഞ്ഞെടുത്ത തീയതി | ഉദ്യോഗപ്പേര് | മരണക്കാരുടെ പേരുകൾ | മരണസഹായാംഗങ്ങളുടെ മാസക്കുറിപ്പ് | റിമാർക്ക് |
|---|---|---|---|---|---|
| ൧ | ൨ | ൩ | ൪ | ൫ | ൬ |
|  |  |  |  |  |  |

### ൧൧. യൂണിയൻ മരണസഹായാംഗങ്ങളുടെ ഹാജർ വിവരം രജിസ്റ്റർ.

| നമ്പർ | മരണസഹായാംഗത്തിന്റെ പേര് | യോഗത്തീയതി |
|---|---|---|
|  |  |  |

## ൧൨. ഇടായി വാങ്ങുന്നതു സംബന്ധിച്ച രജിസ്റ്റർ.

സംഘങ്ങൾക്കുവേണ്ടി യൂണിയൻ വാങ്ങി വിതരണം ചെയ്യു സാധനത്തിന്റെ പേര്.

| ക്രമ നമ്പർ | ഇൻഡൻറ അയക്കുന്ന സംഘത്തിന്റെ പേര് | സംഘത്തിന്റെ നമ്പർ | ഇൻഡൻറുപ്രകാരമുള്ള സാമാനങ്ങളുടെ എണ്ണം തൂക്കം മുതലായ വിവരങ്ങൾ | അഡ്വാൻസായി സ്വീകരിച്ച തുക | തുക അടച്ച തീയതി | ഇൻഡൻറ അയച്ചു ആവശ്യപ്പെട്ട ലെററിന്റെ നമ്പരും തീയതിയും | യൂണിയനിൽ സാമാനം വന്നുചേർന്ന ശേഷം വില പുതുക്കിയെങ്കിൽ ആ വിവരം | ബാക്കി ഈടാക്കേണ്ട തുക | ഈടാക്കിയ തീയതി | അധികപ്പററ തിരിച്ചുകൊടുക്കേണ്ടതു് | തിരിച്ചുകൊടുത്ത തീയതി | സാമാനങ്ങളും തുകയും കൈപ്പററിയതായി അംഗത്തിന്റെ ഒപ്പ് | റിമാർക്ക് |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ൧ | ൨ | ൩ | ൪ | ൫ | ൬ | ൭ | ൮ | ൯ | ൧൦ | ൧൧ | ൧൨ | ൧൩ | ൧൪ |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |

നോട്ട്.—(൧) കൈകാര്യം ചെയ്യുന്ന ഓരോ സാമാനത്തിനും പ്രത്യേകം പേജോ പേജുകളോ വിനിയോഗിക്കണം.

(൨) ചില്ലറയായി വാങ്ങീട്ടുണ്ടെന്നു വരികിൽ ആ വിവരവും വിലകളും റിമാർക്ക കാളത്തിൽ കാണിച്ചിരിക്കണം.

## ൧൩. കൂട്ടായി വിൽക്കുന്നതു സംബന്ധിച്ച രജിസ്റ്റർ.

സംഘടിതസംഘങ്ങൾക്കുവേണ്ടി യൂണിയൻ വിൽക്കുന്ന സാമാനത്തിന്റെ പേര്

| ക്രമ നമ്പർ | സാധനങ്ങൾ അയക്കുന്ന സംഘത്തിന്റെ പേര് | സംഘത്തിന്റെ നമ്പർ | അയച്ച സാധനങ്ങളുടെ അളവും തൂക്കവും | മൊത്ത വ്യാപാരം നടത്തി, ഉണ്ടായ തുക | ഓരോ സംഘത്തിനും അതതു അയച്ച സാമാനങ്ങളുടെ തോതനുസരിച്ചു കൊടുക്കേണ്ട തുക | യഥാർത്ഥത്തിൽ കൊടുത്ത തുക | തുക കൊടുത്ത തീയതി | സാമാനങ്ങൾ അയക്കുന്ന സംഘങ്ങൾ, തുക കൈപ്പറ്റിയ വിവരത്തിന് അയക്കുന്ന ചീട്ടിന്റെ നമ്പരും തീയതിയും | വ്യക്തിപരമായി വെവ്വേറെ വിറ്റാൽ ലഭിക്കാവുന്ന വില | റിമാർക്ക് |
|---|---|---|---|---|---|---|---|---|---|---|
| ൧ | ൨ | ൩ | ൪ | ൫ | ൬ | ൭ | ൮ | ൯ | ൧൦ | ൧൧ |
| | | | | | | | | | | |

### സൂപ്പർവൈസറന്മാരുടെ പരിശോധനാറിപ്പോർട്ടുഫാറം.

റഫറൻസ് നമ്പർ. തീയതി.

സ്ഥലം

നമ്പർ തീയതി.

രജിസ്ട്രാർഅവർകൾക്കു,

—ാം നമ്പർ യൂണിയൻ (ക്ലിപ്തം)

൧. പരിശോധനാഉദ്യോഗസ്ഥന്റെ പേര്

൨. (a) സംഘത്തിന്റെ പേരും നമ്പരും

(b) പരിശോധിക്കുന്ന തീയതി

൩. കഴിഞ്ഞ തവണ പരിശോധിച്ച തീയതി

൪. കഴിഞ്ഞ പരിശോധനയിൽ ചൂണ്ടിക്കാണിച്ച തെറ്റുകളും, അവയെ പരിഹരിക്കാൻ കൈക്കൊണ്ട മാർഗ്ഗങ്ങളും.

൫. ഇപ്പോഴത്തെ പരിശോധനയിൽ കണ്ട തെറ്റുകൾ, പരിഹാരം?

(a) മിനിട്ട്സ് ബുക്ക്
(b) നാൾവഴി
(c) പ്രവേശനരജിസ്റ്റർ
(d) ഡിപ്പാസിററ് രജിസ്റ്റർ
(e) വായ്പരജിസ്റ്റർ (൧ാം പേരേട്)
(f) രസീതുബുക്ക്
(g) വൌച്ചർഫൈൽ
(h) ലററർഫൈൽ

൬. (a) സെൻട്രൽ ബാങ്കിലൊ, താലൂക്കുബാങ്കിലൊ കുടിശിഖ ഉണ്ടോ?

(b) കുടിശിഖ തീർക്കാൻ എന്തു നടപടി തുടർന്നു ?

൭. മാസാന്ത്യങ്ങൾ പരിശോധിക്കാറുണ്ടോ ?

൮. (a) മുൻമാസത്തേതുമായി ഒക്കുന്നില്ലെങ്കിൽ, വിവരം കുറിക്കുക.

(b) കുടിശിഖ പിരിക്കാൻ എന്തു നടപടി എടുത്തു?

(c) കാലാവധികഴിഞ്ഞ വായ്പകളുണ്ടോ ? അവകളിൽ എന്തു നടപടി എടുത്തു ?

൯. കാലാവധിനീട്ടൽ മുറപ്രകാരം അനുവദിക്കപ്പെട്ടിട്ടുണ്ടോ ?

൧൦. നടപടി തുടരാതെ വല്ല ചെലവുകളും കിടപ്പുണ്ടോ ?

൧൧. മെമ്പർമാരുടെ (a) താല്പര്യവും പ്രവർത്തനവും

(b) വസ്തുവിന്റെ വിലയിൽ കവിഞ്ഞ തുകകൾ വായ്പ അനുവദിക്കാറുണ്ടോ ?

൧൨. മാസിക മുറയ്ക്ക് വരുത്തിവായിക്കാറുണ്ടോ?

൧൩. മറ്റു റിക്കാർഡുകൾ ശരിയായി സൂക്ഷിക്കുന്നുണ്ടോ ?

൧൪. നിക്ഷേപവകയിൽ സംഘത്തിൽ തുകകൾ വരവുണ്ടോ ?

൧൫. മററു റിമാർക്കുകൾ

### യൂണിയന്റെ പ്രോഗ്രസ്സ് റിപ്പോർട്ടുഫാറം.

മാസം ആണ്ട്.

I. യൂണിയൻ അനുവദിച്ച വായ്പകൾ

(i) സംഘത്തിന്റെ പേരും നമ്പരും. അനുവദിച്ച തീയതിയും, തുകയും.

(ii) നിരസിച്ച വായ്പകളുടെവിവരം കാണിക്കുന്ന ലിസ്റ്റ്

(iii) അനുവദിക്കാതെ കിടപ്പുള്ള വായ്പകളുടെ ലിസ്റ്റും, കാലതാമസത്തിനുള്ള കാരണവും.

II. വായ്പകൾക്ക് കാലാവധി നീട്ടിക്കൊടുക്കണമെന്നു ധനവിനിമയബാങ്കിലേക്ക ശുപാർശചെയ്തിട്ടുള്ളതിന്റെ ലിസ്റ്റ്.

III. കുടിശിഖ വരുത്തീട്ടുള്ള സംഘങ്ങളുടെ പേരുവിവരവും, കുടിശിഖ പിരിക്കാൻ യൂണിയൻ കൈക്കൊണ്ട നടപടികളും,

IV. (i) സംഘടിതസംഘങ്ങളിലെ അംഗങ്ങൾ വരുത്തീട്ടുള്ള കുടിശിഖ വിവരം കാണിക്കുന്ന ലിസ്റ്റ്.

(ii) ആ തരം കുടിശിഖകളിൽ എന്തു നടപടി നടന്നിട്ടുണ്ടെന്ന്

(iii) സംഘടിതസംഘങ്ങൾ അംഗങ്ങൾക്ക് അനുവദിച്ച സമയം നീട്ടലിന്റെ വിവരം

V. യൂണിയൻ സൂപ്പർവൈസർ എത്ര സംഘങ്ങൾ പരിശോധിച്ചു, ആ പരിശോധനയുടെ ഫലമെന്ത് ?

VI. (a) യൂണിയൻഭരണയോഗാംഗങ്ങൾ അംഗസംഘങ്ങളെ പരിശോധിച്ചിട്ടുണ്ടോ.

(b) അംഗസംഘങ്ങളുടെ ആസ്തിയെ പ്രതിവർഷം യൂണിയൻ വേണ്ടതുപോലെ പരിശോധിക്കാറുണ്ടോ.

VII. (i) സംഘങ്ങളിൽ വല്ല വഴക്കുകളും കശപിശകളും ഉണ്ടായിട്ടുണ്ടോ. അങ്ങനെയുണ്ടെങ്കിൽ ആയതിന്റെ വിവരങ്ങൾ.

(ii) യൂണിയനും അംഗസംഘങ്ങളുമായി വല്ല വഴക്കുകളും ഉണ്ടായിട്ടുണ്ടോ. അപ്രകാരമുണ്ടെങ്കിൽ അതിന്റെ പൂർണ്ണവിവരങ്ങൾ കാണിക്കുക.

VIII. മദ്ധ്യസ്ഥത്തിന് രജിസ്ത്രാർ അവർകളിൽനിന്നും ലഭിച്ച കത്തിടപാടുകളിലും കേസുകളിലും നടപടിയെടുക്കാതെ കുടിശിഖ കിടപ്പുള്ളവയുടെ ലിസ്റ്റ്.

IX. പൊതു റിമാർക്കുകൾ.

# PART IV.

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### *Departmental Forms.*

A. Certificate of Registration.

B. Categorical Statement.

C. Arbitration.

D. Execution Form.

E. Forms and Registers for Liquidation.

F. Forms for the preparation of Departmental Statistics.

## A

### CERTIFICATE OF REGISTRATION NO.

I hereby certify that the                                   has been registered by me as a Co-operative Society on the basis of                     liability under Section 10 of Act V of 1112. The byelaws of the society as registered by me are appended to this certificate. The society is authorised to start work.

Office of the Registrar of
Co-operative Societies,
Trivandrum,
Date... ...

*egistrar of Co-operative Societies.*

## B

### CATEGORICAL STATEMENT RELATING TO THE

... No.

1. Name and No. of society.
2. Date of registration.
3. Address.
4. Area of operation.
5. Share capital.
6. Borrowing power of the society.

Office of the Registrar of
Co-operative Societies,
Trivandrum,
Date... ...

*egistrar of Co-operative Societies*

## C. ARBITRATION.

### FORMS PRESCRIBED FOR ARBITRATION.

1. Reference form (in Malayalam.)
2. Summons form ( Do. ).
3. Award form ( Do. ).
4. Form of letter of appointment of arbitratior.
5. Certificate of appointment of arbitraton.

൧൧......-ാമാണ്ടു......മാസം......-ാംതീയതി

പരസ്പരസഹായസംഘം അസിസ്റ്റന്റ രജിസ്ട്രാർ മുമ്പാകെ

..................-ാംനമ്പർ..................................................

പരസ്പരസഹായസംഘത്തിൽനിന്നും ബോധിപ്പിക്കുന്ന

അന്യായം.

| വാദി | പ്രതികൾ |
|---|---|
| ടി സംഘത്തിനുവേണ്ടി | ൧. ടി സംഘത്തിലെ -ാംനമ്പർ അംഗം<br>താലൂക്കിൽ<br>പകുതിയിൽ<br>മുറിയിൽ<br>വീട്ടിൽ |
| | ൨. ടി സംഘത്തിലെ -ാംനമ്പർഅംഗം<br>താലൂക്കിൽ<br>പകുതിയിൽ<br>മുറിയിൽ<br>വീട്ടിൽ |
| | ൩. ടി സംഘത്തിലെ -ാംനമ്പർഅംഗം<br>താലൂക്കിൽ<br>പകുതിയിൽ<br>മുറിയിൽ<br>വീട്ടിൽ |

പരസ്പരസഹായസംഘം ആക്ട് ചട്ടം ൩൯-ാം വകുപ്പുപ്രകാരം ബോധിപ്പിക്കുന്ന അന്യായം.

൧. ഒന്നാംപ്രതി ൨-ം ൩-ം പ്രതികളെ ജാമ്യംനിറുത്തി -ാമാണ്ടു മാസം -ാംതീയതി പ്രമാണം എഴുതിതന്നു സംഘത്തിൽനിന്നും -ാംനമ്പരായി ബ്രി: രൂപാ കടമായി പററീട്ടുള്ളതാകുന്നു. ഈ രൂപാ അതിനു രൂപായ്ക്കു മാസം പലിശയോടുകൂടി മാസത്തിനകം തിരിച്ചു തന്നുകൊള്ളാമെന്ന് ആ പ്രമാണത്തിൽ പറഞ്ഞിട്ടുണ്ട്.

൨. മേൽപ്രകാരമുള്ള തുകയിൽ, മുതലിൽ ബ്രി, രൂപ ച. കാശും പലിശവകയിൽ ബ്രി. രൂപ ച. കാശും വന്നിട്ടുള്ളതും, താഴെകാണുന്ന കണക്കനുസരിച്ചുള്ള തുക പ്രതികളുടെ പക്കൽനിന്നും ഈടാക്കി കിട്ടേണ്ടതായിരിക്കുന്നതും, ആയതു ഈടാക്കി എടുക്കുന്നതിനു പ്രതിനിധിയുടെ നിലയിൽ വാദിക്കു അവകാശമുള്ളതും ഈടാക്കി കിട്ടുവാനുള്ളതും ആകുന്നു.

൩. ടി സംഖ്യ തന്നുതീർക്കണമെന്ന് പ്രതികളോടു പല പ്രാവശ്യവും നേരിട്ടും നോട്ടീസുമൂലവും ആവശ്യപ്പെട്ടിട്ടും ഇടപാടു തീർത്തിട്ടില്ല.

൪. ഈ അന്യായത്തിനു കാരണങ്ങൾക്ക് അവസാനിപ്പിച്ചതായ -ാമാണ്ടു മാസം -ാംതീയതി മുതൽ വ്യവഹാരകാരണം ഉത്ഭവിച്ചിരിക്കുന്നു.

൫. ആയതിനാൽ താഴെ കണക്കിൽ വിവരിക്കുന്ന തുകയും അതിനു രൂപായ്ക്കു മാസം വീതമുള്ള പലിശയ്ക്കു പുറമെ വീതമുള്ള പിഴയും സകല കോടതിച്ചെലവും വിധിനടത്തുചെലവും വക്കീൽഫീസും അതുകൾക്കു രൂപായ്ക്കു മാസംഒന്നിനു പലിശയും വാദിക്കു പ്രതികളെക്കൊണ്ടും അവരുടെ സ്വത്തുക്കളിൽനിന്നും ഈടാക്കി തരുവിപ്പാറാകണമെന്ന് അപേക്ഷിച്ചുകൊള്ളുന്നു.

| കണക്ക വിവരം. | ബ്രി. രൂ. | ച. | കാ. |
|---|---|---|---|
| പ്രമാണപ്രകാരം വരേണ്ട തുക | | | |
| മുൻവിവരിച്ച നാളതുവരെയുള്ള പലിശ | | | |
| മുതൽ വന്നതു് | | | |
| പലിശയിൽ വന്നതു് | | | |
| മുതലിൽ ബാക്കി | | | |
| പലിശയിൽ ബാക്കി | | | |
| പിഴ | | | |
| നോട്ടീസ് ചെലവു് | | | |
| എഴുത്തുഫീസ് | | | |
| മററിനം | | | |
| ആകെ വരേണ്ട തുക | | | |

വാദി

ഇതിൽ എഴുതിയിരിക്കുന്നതു് ഒക്കെയും എന്റെ അറിവും വിശ്വാസവുംപ്രകാരം സത്യമെന്നു് ഉറപ്പു പറയുകയും ഇതു സംബന്ധിച്ചുള്ള സകല റിക്കാർഡുകളും ആവശ്യപ്പെടുമ്പോൾ മധ്യസ്ഥൻ മുമ്പാകെ ഹാജരാക്കിക്കൊള്ളാമെന്നു് സമ്മതിക്കുകയും ചെയ്തുകൊള്ളുന്നു.

വാദി

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# SUMMONS ISSUED UNDER RULE XXXVIII OF THE RULES UNDER THE CO-OPERATIVE SOCIETIES ACT V OF 1112.

പരസ്പരസഹായസംഘം അസിസ്റ്റന്റ് രജിസ്ട്രാർ ആഫീസിൽ
൧൧ ൽ ഫയൽ നമ്പർ

വാദി.— ാംനമ്പർ പരസ്പരസഹായസംഘം സിക്രട്ടറി

പ്രതി.—

ടി സംഘത്തിൽനിന്നും പ്രതി ൧൧ ാമാണ്ട് മാസം ാംനു-യിലെ കടപ്പത്രപ്രകാരം വാങ്ങിയിട്ടുള്ള (ജാമ്യക്കടപ്പത്രപ്രകാരം ാമതു നമ്പർ ക്കു ഒപ്പിട്ടിട്ടുള്ള) പണവും പലിശയും കരാർ അനുസരിച്ചു അടച്ചുതീർത്തിട്ടില്ലായ്കയാൽ ആ വക പണം ഈടാക്കിക്കൊടുക്കണമെന്നു പ്രതിയുടെ മേൽ വാദി ബോധിപ്പിച്ചിരിക്കുന്ന വ്യവഹാരം ൧൧ ാമാണ്ട് മാസം ാംനു തീർച്ചയ്ക്കായി വച്ചിരിക്കുന്നതിനാൽ അന്നേദിവസം പകൽ ൧൧ മണിക്കു പ്രതി അയാൾക്കു വല്ല തെളിവും കൊടുക്കേണ്ടതായിരിക്കുന്നതിൽ ആയതു സഹിതം ഹാജരായിരിക്കണം. അപ്രകാരം ഹാജരാകാത്തപക്ഷം പ്രതിയെ കൂടാതെ വ്യവഹാരം വിചാരണചെയ്തു തീർച്ചയാക്കുന്നതാകുന്നു.

സ്ഥലം,
തീയതി,

മധ്യസ്ഥൻ.

# AWARD.

൧൧൧൬-ാമാണ്ടത്തെ ൰-ാംനമ്പർ തിരുവിതാംകൂർ പരസ്പരസഹായസംഘം
ആക്ടിനെ തുടർന്നു കല്പിച്ചനുവദിച്ചിട്ടുള്ള ചട്ടങ്ങളിലെ
൩൮-ാം ചട്ടപ്രകാരം കൊടുക്കപ്പെട്ട വിധി.

ഹാജർ

മാ॰ രാ॰ രാ॰

(മദ്ധ്യസ്ഥൻ)

(അസിസ്റ്റന്റ് രജിസ്ട്രാർ ആഫീസിൽനിന്നും -ാംനു-യിലെ -ാംനമ്പരും പ്രകാരം മദ്ധ്യസ്ഥനായി നിയമിക്കപ്പെട്ട.)

൧൧ .ലെ ഫയൽ നമ്പർ

വാദി.— -ാംനമ്പർ പരസ്പര സഹായ സംഘത്തിനു
വേണ്ടി സിക്രട്ടറി/പ്രസിഡണ്ട് (പേര്)

പ്രതികൾ— (൧)
(൨)
(൩)

## അന്യായസാരം.

൧-ാംപ്രതി സംഘത്തിൽനിന്നും —ം —ം പ്രതികളുടെ ജാമ്യത്തിന്മേൽ/പട്ടികവസ്തു ഈടുകൊടുത്തു് -ാമാണ്ടു മാസം -ാംനു- ജാമ്യ/ഈടുകരാറുപ്രകാരം എഴുതിക്കൊടുത്തു് കടമായി വാങ്ങിച്ച ബ്രി. രൂ. യിൽ അടച്ചുതീർത്തു പോരാത്തതായുള്ള മുതൽ, പലിശ, പിഴ, അന്യായച്ചിലവുൾപ്പടെ ബ്രി. രൂ. ച. കാ. അതിനു് അന്യായത്തീയതി ആയ -ാമാണ്ടു മാസം -ാംനു-മുതൽ പ്രതിമാസം രൂപായ്ക്കു കാശു പലിശയും കാശു പിഴയും വീതവും മേലാൽ ചിലവുകളും അതിന്മേൽകാണിച്ച പലിശ പിഴ സഹിതവും പ്രതികളിലും പ്രതികളുടെ വക സകല സ്ഥാവര ജംഗമസ്വത്തുക്കളിലും നിന്നു ടി സംഘത്തിലേക്കു ഈടാക്കിച്ചുകൊടുക്കണമെന്നു് അന്യായം.

## തീർപ്പു്.

-ാമാണ്ടു മാസം -ാംനു- വിചാരണകേട്ടു.

പ്രതികൾ ഹാജരായിരുന്നു. പ്രതികൾ എക്സ്‌പാർട്ടിയായിരുന്നു. യെ വിസ്തരിച്ചു അക്കപ്രമാണങ്ങൾ തെളിയിച്ചു രേഖപ്പെടുത്തി അന്യായം തെളിഞ്ഞിരിക്കുന്നു. അന്യായപ്രകാരം ഉള്ള ബ്രി. രൂപാ ചക്രം കാശു ൽ അന്യായത്തിനുശേഷം -ാമാണ്ടു മാസം -ാംനു- വരെ വരവുള്ളതു നീക്കിയുള്ള ബ്രി. രൂ.......................................................................................................................................................................................................................................................(അക്ഷരത്തിൽ) അതിന്മേൽ -ാമാണ്ടു മാസം -ാംനു- മുതൽ ഈടാക്കുന്നതുവരെ പ്രതിമാസം രൂപായ്ക്കു കാശു വീതമുള്ള പലിശയും കാശു വീതമുള്ള പിഴയുംമേൽ ചിലവുകളും പ്രതികളിലും പ്രതികളുടെ വക സകല സ്ഥാവരജംഗമസ്വത്തുക്കളിലും നിന്നും വാദി സംഘം ഈടാക്കിക്കൊള്ളുന്നതിനു് അനുവദിച്ചു വിധികല്പിച്ചിരിക്കുന്നു. സംഘത്തിലേക്ക

ഈട കൊടുത്തിട്ടുള്ളതും താഴെ വിവരിച്ചിട്ടുള്ളതുമായ വസ്തുവിന്മേൽ നടപടി നടത്തുന്നതിനും വാദിയെ അനുവദിച്ചിരിക്കുന്നു.

൧൧ -മാണ്ട് മാസം -ാംനു-യായ ഇന്നേദിവസം
വച്ച് ഈ തീർപ്പു കൊടുക്കപ്പെട്ടു.
മദ്ധ്യസ്ഥൻ

അനുബന്ധം ൧

വിസ്തരിച്ച സാക്ഷികൾ, വാദി ൧-ാംസാക്ഷി

അനുബന്ധം ൨

തെളിയിച്ച റിക്കാർട്ടുകൾ
എ. ജാമ്യഈടുകടപ്പത്രം
ബി, കടംവായ്പ ഏടവ്
സി. നാൾവഴി

മദ്ധ്യസ്ഥൻ

ഈടുവസ്തു വിവരം

മദ്ധ്യസ്ഥൻ

No.

Office of the Assistant Registrar of
Co-operative Societies

To

M. R. Ry.

Sir.

In forwarding herewith dispute cases (Nos. noted below), I have the honour to inform you that under Rule 38 of the Rules under Act V of 1112 you are appointed arbitrator and to request you to be so good as to dispose of them at an early date. The Exhibits like bonds etc. summons with due endorsement about service and notes of depositions taken are to be sent with the awards. The Secretary of the Society will produce the necessary records and help you in serving summons and supply the necessary award forms (two for each case). There should be a sheet of paper for each case noting the diary, orders like declaring parties ex-parte etc. The notes and decisions in contested cases should be entered in brief and signed.

*Assistant Registrar.*

File Nos.

N. B.—Awards should be given as per Rule 38 of the Rules under Act V of 1112 or under Section 56 of the Act and no award shall be granted for interest and penalty which when added together will exceed 50 per cent. of the principal amount.

## CERTIFICATE.

It is hereby certified that the
was appointed arbitrator under Act V of 1112 to decide dispute cases
(Nos. noted below) filed by the Co-operative
Society No.

Office of the Assistant Registrar of
Co-operative Societies,
Dated 11.

*Assistant Registrar.*

File Nos. To

## (൧) വിധിനടത്തിന് അപേക്ഷ.

സംഘം സെക്രട്ടറി
പ്രസിഡന്റ്.

ഈ സംഘത്തിൽനിന്നും —ാമാണ്ട് മാസം —ാം— ബോധിപ്പിച്ച അന്യായപ്രകാരം —മാണ്ട് മാസം —ാം— —ാം നമ്പരായി ലഭിച്ചിട്ടുള്ള അവാർഡു ൧൧൧൨-ലെ ൫-ാം നമ്പർ സഹകരണസംഘങ്ങളിൽ ൩൧-ാം വകുപ്പ് അനുസരിച്ചു റവന്യൂ റിക്കവറി ആക്ടിൻപ്രകാരം വിധിനടത്തി പണം ഈടാക്കി കിട്ടുന്നതിന് ബോധിപ്പിക്കുന്ന അപേക്ഷ.

| | | | | | |
|---|---|---|---|---|---|
| ൧ | വാദി | | | | |
| ൨ | പ്രതികൾ | | ൧ | | |
| | | | ൨ | | |
| | | | ൩ | | |
| ൩ | വിധി | | നമ്പർ | | തീയതി |
| ൪ | വിധിക്കുശേഷം ഈടായത് | | മുതൽ | പലിശ | മറ്റിനം |
| ൫ | മുൻനടപടി ഉണ്ടെങ്കിൽ അതിന്റെ പൂർണ്ണവിവരം | | | | |
| ൬ | വിധിസംഖ്യയും, നാളതുവരെയുള്ള പലിശ, പിഴ, മറ്റിനം ഉൾപ്പെടെ ആകെ ഈടാക്കേണ്ട സംഖ്യ | | | | |
| ൭ | ആരുടെപേരിൽ വിധിനടത്തണമെന്ന് | | | | |
| ൮ | വിധി എങ്ങിനെ നടത്തണമെന്ന് | ൧ ജംഗമജപ്തിയും ലേലവും | ൨. ഈടുകാണിച്ച വിവരപ്പട്ടിക ചേർത്തിട്ടുള്ള സ്ഥാവരവസ്തു ജപ്തിയും ലേലവും | | ൩. ജംഗമവും സ്ഥാവരവും ഒരുമിച്ചുള്ള ജപ്തിയും ലേലവും (ഇതിനുള്ള പ്രത്യേക കാരണം കാണിക്കണം) |
| | | | | | |

ഇതിൽ വിവരിച്ചിട്ടുള്ള വസ്തുതകൾ സത്യമായും ഉത്തമവിശ്വാസത്തോടുകൂടിയും രേഖപ്പെടുത്തിയിട്ടുള്ളതാണെന്ന് ഞാൻ ഇതിനാൽ ഉറപ്പുചെയ്തുകൊള്ളുന്നു.

സംഘത്തിനുവേണ്ടി,
സെക്രട്ടറി.
പ്രസിഡന്റ്.

സ്ഥലം.
തീയതി.

## സ്ഥാവരവസ്തുവിൻമേൽവിധിനടത്താനുള്ള വിവരപ്പട്ടിക.

…………………സംഘത്തിനുവേണ്ടി ടി സംഘംസിക്രട്ടറി/പ്രസിഡൻറ്……

…………നമ്പർവിധിനടത്തിനുവേണ്ടി ബോധിപ്പിക്കുന്നവിവരങ്ങൾ

(൧) അംഗത്തിൻെറരജിസ്റ്റർനമ്പർ
(൨) അംഗത്തിൻെറപേർ
(൩) അച്ഛൻെറയോ അമ്മാവൻെറയോ പേർ
(൪) തൊഴിലും മേൽവിലാസവും
(൫) വിധിസംഖ്യ
(൬) അപേക്ഷതീയതിവരെ

ഈടായിട്ടുള്ളതുകകഴിച്ച് വിധിതുകയും പലിശയും മററിനങ്ങളുംചേർത്തു ഈടാക്കേണ്ട സംഖ്യ (ഇനം തിരിച്ച് വിവരം കാണിക്കണം.

(൭) മേലാൽ ഈടാക്കേണ്ട പലിശക്രമം
(൮) ജപ്തിചെയ്യേണ്ട സ്ഥാവരവസ്തുവിവരം

(വസ്തുവിൻെറ കിടപ്പ്, വിസ്തീർണ്ണം, സർവെനമ്പർ ഇനം, നിലമോ, പുരയിടമോ പട്ടികനമ്പരും പട്ടാദാരക്കാരൻെറ പേരും ഉള്ളേടവിധം മുതലായ സകലവിവരങ്ങളും അടങ്ങിയിരിക്കണം.)

(൯) കമിട്ടിലക്കാരന് വസ്തുവിലുള്ള അവകാശം
(൧൦) വസ്തുവിൻമേലുള്ള ബാദ്ധ്യതസർട്ടിഫിക്കററ്

(വിധിപടത്താപേക്ഷക്ക് ൧൨ വർഷംമുൻപുള്ള സകല ബാദ്ധ്യതകളും ഉണ്ടായിരിക്കണം.)

(൧൧) റിമാർക്കുകൾ

കുറിപ്പ്.—അവാർഡ് ഇതുസഹിതം അയച്ചിരിക്കുന്നു.

## ൩. ഡിമാൻഡ് നോട്ടീസ്.

നമ്പർ

സെയിൽ ആഫീസിൽ

നിന്നും

൧൦൮൭-ലെ ൩-ാം ആക്ടിനാലും ൧൦൯൪-ലെ ൮-ാം ആക്ടിനാലും ൧൦൯൭-ലെ ൧൦-ാം ആക്ടിനാലും ൧൦൯൯-ലെ ൨-ാം ആക്ടിനാലും ഭേദപ്പെടുത്തപ്പെട്ട ൧൦൬൮-ലെ ൧-ാം ആക്ട് ൭-ാംവകുപ്പ് ൧-ാം ഖണ്ഡപ്രകാരം

൩൨-ാം ഏ, വകുപ്പുപ്രകാരം

തിരുവിതാംകൂർ ഡിവിഷൻ പരസ്പരസഹായസംഘം അസിസ്റ്റൻറ രജിസ്ട്രാർ ആഫീസിൽ ഫയൽ -ാമാണ്ട് -ാംനമ്പർ എ വാർഡുംപടി/ -ലെ -ാം പ്രൊസീഡിംഗ് സംബന്ധി ഉള്ളതുകളും താലൂക്കിൽ പകുതിയിൽ മുറിയിൽ വീട്ടിൽ ർക്ക എഴുതിയ ഡിമാൻറ

നിങ്ങൾ -ാംനമ്പർ പരസ്പരസഹായ സംഘത്തിലേക്ക ടി എ വാർഡുംപടി/പ്രൊസീഡിംഗ് സംബന്ധി നാളതുവരെകൊടുത്തു തീർക്കേണ്ടതായ രൂപാ ചക്രം കാശും ഡിമാൻറപടി ചക്രവും ഈ ഡിമാൻറ നടത്തുന്ന തീയതിമുതൽ ൭ ദിവസത്തിനകം ഒടുക്കിത്തീർക്കാത്ത പക്ഷം ഇതിനെ ആസ്പദമാക്കി നിങ്ങളുടെ വക മുതൽകണ്ടുകെട്ടി.

സ്ഥാവരവസ്തു ജപ്തിചെയ്തു മുറക്ക വിററു മേൽപ്പടി ചെലവു മുതലായതു സഹിതം തുക ഈടാക്കപ്പെടുമെന്നുള്ള വിവരം ഇതിനാൽ തെര്യപ്പെടുത്തിയിരിക്കുന്നു.

-ാമാണ്ട് മാസം -ാംനു- സ്ഥലം.

സെയിൽ ആഫീസർ,

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## ഡിമാൻഡ് നോട്ടീസ്.

നമ്പർ

സെയിൽ ആഫീസിൽ

നിന്നും

൧൦൮൭-ലെ ൩-ാം ആക്ടിനാലും ൧൦൯൪-ലെ ൮-ാം ആക്ടിനാലും ൧൦൯൭-ലെ ൧൦-ാം ആക്ടിനാലും ൧൦൯൯-ലെ ൨-ാം ആക്ടിനാലും ഭേദപ്പെടുത്തപ്പെട്ട ൧൦൬൮-ലെ ൧-ാം ആക്ടിൽ ൭-ാംവകുപ്പ് ൧-ാം ഖണ്ഡപ്രക

൨൩-ാം ഏ, വകുപ്പുപ്രകാരം

തിരുവിതാംകൂർ ഡിവിഷൻ പരസ്പരസഹായസംഘം അസിസ്റ്റൻറ രജിസ്ട്രാരാഫീസിൽ ഫയൽ -ാമാണ്ട് -ാംനമ്പർ എ.വാർഡുംപടി/ -ലെ -ാം പ്രൊസീഡിംഗ്സംബന്ധി ഉള്ളതുകളും താലൂക്കിൽ പകുതിയിൽ മുറിയിൽ വീട്ടിൽ ർക്ക എഴുതിയ ഡിമാൻഡ്

നിങ്ങൾ -ാംനമ്പർ പരസ്പരസഹായസംഘത്തിലേക്ക ടി എ വാർഡുംപടി/പ്രൊസീഡിംഗ്സംബന്ധി നാളതുവരെ കൊടുത്തുതീർക്കേണ്ടതായ രൂപ ചക്രം കാശും ഡിമാൻറപടി ചക്രവും ഈ ഡിമാൻറ നടത്തുന്ന തീയതിമുതൽ ൭ ദിവസത്തിനകം ഒടുക്കിതീർക്കാത്തപക്ഷം ഇതിനെ ആസ്പദമാക്കി നിങ്ങളുടെവക മുതൽ കണ്ടുകെട്ടി.

സ്ഥാവരവസ്തു ജപ്തിചെയ്തു മുറക്ക വിററു മേൽപ്പടി ചെലവു മുതലായതു സഹിതം തുക ഈടാക്കപ്പെടുമെന്നുള്ള വിവരം ഇതിനാൽ തെര്യപ്പെടുത്തിയിരിക്കുന്നു.

-ാമാണ്ട് മാസം -ാംനു- സ്ഥലം.

സെയിൽ ആഫീസർ,

### വിധിനടത്തു അപേക്ഷകനുള്ള

### പ്രാരംഭ നോട്ടീസ്.

ഡിവിഷൻ താലൂക്കിൽ
പകുതിയിൽ സ്ഥിതിചെയ്യുന്ന -ാം നമ്പർ
പരസ്പരസഹായസംഘം (ക്ലിപ്തം) സെക്രട്ടറി/ പ്രസിഡണ്ട്.
നെ തെര്യപ്പെടുത്തുന്ന

നോട്ടീസ്.

ആ സംഘത്തിൽനിന്നും ഡിവിഷൻ പരസ്പരസഹായ സംഘം, അസിസ്റ്റൻറ് രജിസ്ട്രാർ ആഫീസിൽ ബോധിപ്പിച്ചിട്ടുള്ള ലെ -ാം നമ്പർ വിധിനടത്തപേക്ഷപ്രകാരമുള്ള നടപടികൾക്കും മററുമായി മാണ്ട മാസം -ാംനു-ക്ക വിധിക്കടക്കാരന്റെ താമസസ്ഥലമായ കരയിൽ പോകുന്നതും ആ സമയം ജപ്തിമുതലായ നടപടികൾ നടത്തുവാൻവേണ്ട സഹായസഹകരണങ്ങൾ ചെയ്യുന്നതിനും ആവശ്യപ്പെട്ടാൽ ജപ്തിസാമാനങ്ങൾ ഏററു വാങ്ങുന്നതിനും ആയി നിങ്ങൾ സ്ഥലത്ത് അന്നേദിവസം മണിക്ക് ഹാജരായിരിക്കേണ്ടതാണെന്ന് ഇതിനാൽ തെര്യപ്പെടുത്തിയിരിക്കുന്നു.

സ്ഥലം,
തീയതി

സെയിൽ ആഫീസർ.

## D. EXECUTION FORMS.

൧. വിധിനടത്തു അപേക്ഷ
൨. സ്ഥാവരവസ്തുവിന്മേൽ വിധിനടത്താനുള്ള വിവരപ്പട്ടിക
൩. ഡിമാൻഡ് നോട്ടീസ്
൪. വിധിനടത്തു അപേക്ഷകനുള്ള പ്രാരംഭനോട്ടീസ്
൫. ജപ്തിക്കണക്ക്
൬. മൂന്നാംസ്ഥാനക്കച്ചീട്ട്
൭. ലേലനോട്ടീസ്
൮. ലേലക്കണക്ക്
൯. [illegible]
൧൦. ജപ്തിനോട്ടീസ്
൧൧. [illegible]
൧൨. ലേലത്തിനുള്ള പരസ്യം
൧൩. ഫ. ബ്. (എ) ലേലംസംബന്ധിച്ചു സെയിൽ ആഫീസർ അയക്കേണ്ട മെമ്മോകൾ.
(In English)
൧൪. ലേലം സ്ഥിരപ്പെടുത്തിയ വിവരത്തിന് അസിസ്റ്റൻറ രജിസ്ട്രാർക്കുള്ള മെമ്മോ
(In English)
൧൫. ൧൦൯൬-ലെ ഒന്നാംനമ്പർ ആക്ട് ൯-ാം വകുപ്പനുസരിച്ചുള്ള പരസ്യം
൧൬. ലേലസന്നതിനു അപേക്ഷിക്കാനുള്ള അറിയിപ്പ്
൧൭. ലേലസന്നത് അനുവാദത്തിനു അയക്കുന്ന മെമ്മോ. (In English)
൧൮. വസൂലാക്കിയസംഖ്യ ഏററുവാങ്ങിക്കുന്നതിനു സംഘത്തിനു കൊടുക്കുന്ന അറിയിപ്പ്
൧൯. കേസുകൾ വിധിനടത്തുവാൻ സെയിൽ ആഫീസർക്കു അയച്ചു കൊടുക്കുന്ന മെമ്മോ
(In English)
20. Statement showing Demand, Collection and Balance.
21. Monthly returns of Receipts and disbursements,

## 5.

### ജപ്തിക്കണക്ക്.

(൧൯൩൨-ലെ ൧-ാം ആക്ട് ൭-ാം വകുപ്പനുസരിച്ച്)

സ്ഥലം

തീയതി

ഡിവിഷൻ താലൂക്കിൽ
പകുതിയിൽ മുറിയിൽ വീട്ടിൽ
പരസ്പരസഹായസംഘം (ക്ലിപ്തം) തിരുമേൽ എവാർഡും/പ്രൊസീഡിംഗ് സംബന്ധി കൊടുത്തുതീർക്കേണ്ടും തുകയ്ക്ക് ഡിമാൻഡ് നോട്ടീസ് നൽകിയിട്ടും, ഇടപാട് തീർക്കായ്കയാൽ വിധിക്കടക്കാരന്റെ ക്ഷേമസ്ഥലമായ പകുതിയിൽ മുറിയിൽ വീട്ടിൽ വെച്ച് ജംഗമം ജപ്തിചെയ്ത വകയ്ക്കു തയ്യാറാക്കിയ കണക്ക്.

| | ഈടാക്കേണ്ടും സംഖ്യ | ബ്രി. രൂ. | ച. | കാ. |
|---|---|---|---|---|
| ൧. | എവാർഡും/പ്രൊസീഡിംഗ് സംബന്ധി മുതൽ ... | | | |
| ൨. | ടിക്ക നാളതുവരെ പലിശ ... ... | | | |
| ൩. | ടി ടി ചിലവ് ... ... | | | |
| ൪. | ഡിമാൻഡ് നോട്ടീസ് ഫീ ... ... | | | |
| | ആകെ ... | | | |

ഈ വക ബ്രി. രൂ. ച. കാശും ജപ്തിച്ചെലവും ഉൾപ്പെടെ ബ്രി. രൂ. ച. കാശു ഈടാക്കുന്നതിന് വിധിക്കടക്കാരന്റെ വകയായി മറുവശത്തു വിവരിക്കുന്ന ജംഗമങ്ങൾ ഇന്നേദിവസം ജപ്തി ചെയ്തിരിക്കുന്നു. ഈ വക ജംഗമങ്ങൾ മുഴുവനും വിധിക്കടക്കാരന്റെ വകയാണെന്നു വാദിയും തത്സമയത്തു സ്ഥലത്തുള്ള മദ്ധ്യസ്ഥരും പറയുന്നു. ആയതു ശരിയാണെന്ന് എന്റെ അന്വേഷണത്തിലും ബോധ്യപ്പെട്ടിരിക്കുന്നു. ജപ്തിചെയ്തിട്ടുള്ള എല്ലാസാമാനങ്ങൾക്കും കൂടി ഉദ്ദേശം ബ്രി. രൂ. വില മതിക്കുമെന്നു കണക്കാക്കപ്പെട്ടിരിക്കുന്നു. ഈ ജപ്തി ഇന്നേദിവസം പകൽ മണിക്കു ആരംഭിച്ച് മണിക്കു അവസാനിച്ചു. ഈ ജപ്തിനിമിത്തം വിധിക്കടക്കാരനു യാതൊരുവിധമായ നഷ്ടവും സംഭവിച്ചിട്ടില്ല.

സ്ഥലം
തീയതി

സെയിൽ ആഫീസർ.

(൧) ജപ്തിക്കണക്കിന്റെ ഒരു പ്രതി വിധിക്കടക്കാരനു നൽകിയിരിക്കുന്നു.

(൨) ജപ്തിചെയ്യപ്പെട്ട ജംഗമങ്ങൾ മൂന്നാംസ്ഥാനക്കാരനായ താലൂക്കിൽ പകുതിയിൽ മുറിയിൽ വീട്ടിൽ നെ ഏൽപ്പിച്ചിട്ടുള്ളതും ആയവ ടി വീട്ടിൽ സൂക്ഷിക്കപ്പെട്ടിട്ടുള്ളതും ആകുന്നു.

(൩) ......മാണ്ടു ......മാസം ......-ാംനു- പകൽ (വൈകുന്നേരം) ആറുമണിക്കകം ടി തുക ചെലവുസഹിതം ഒടുക്കിത്തീർക്കാത്തപക്ഷം അതിനടുത്ത ദിവസമായ ......-ാംനു- പകൽ ......മണിക്ക്

വച്ച് ടി ജംഗമങ്ങൾ ലേലത്തിൽ വിൽക്കുന്നതാണ്.

| ക്രമ നമ്പർ | സാമാനവിവരം | എണ്ണം | ഉദ്ദേശവില | | | റിമാർക്ക്സ് |
|---|---|---|---|---|---|---|
| | | | ബ്രി.രൂ. | ച. | കാ. | |
| | | | | | | |

പകർപ്പു കൈപ്പററി വിധിക്കടക്കാരൻ
തടസ്ഥർ (൧)
(൨)

സെയിൽ ആഫീസർ.

൩.

## മുന്നാംസ്ഥാനക്കച്ചീട്ട്.

( [illegible] ഫാറങ്ങളുടെ ൭-ാം വകുപ്പനുസരിച്ച്)

സ്ഥലം
തീയതി

......ഡിവിഷൻ ......താലൂക്കിൽ ......പകുതിയിൽ ......മുറിയിൽ ......വീട്ടിൽ ......ടെ പക്കൽനിന്നും ......-ാം നമ്പർ പരസ്പരഹർജിയോ (ക്ലിപ്തം) തീരുമാനം എപ്പീലും/ പ്രോസീഡിംഗ്സ് സംബന്ധിച്ച് [illegible] തുകയ്ക്കു് [illegible] ......പകുതിയിൽ ......മുറിയിൽ ......വീട്ടിൽനിന്നും നാളതു ജപ്തിചെയ്തു എഴുതിയിട്ടുള്ള കണക്കിലും മഹസ്സരിലും വിവരിക്കുന്ന ജംഗമങ്ങളെ ഏറ്റുകൊണ്ടു് ......താലൂക്കിൽ ......പകുതിയിൽ ......മുറിയിൽ ...... വീട്ടിൽ ...... എഴുതിവച്ച മുന്നാംസ്ഥാനക്കച്ചീട്ട്.

ജപ്തിക്കണക്കിൻപടിയുള്ളതും മഹസ്സരിൽ വിവരിക്കുന്നതുമായ ...... അടങ്ങിയ ജംഗമങ്ങൾ നാളതു ......സെയിൽ ആഫീസർ അവർകളിൽനിന്നും ഞാൻ മുന്നാംസ്ഥാനമായി ഏറ്റിരിക്കുന്നു. ഈ വക സാമാനങ്ങൾക്കോ ഉരുക്കൾക്കോ യാതൊരു കേടും കുറവും കൂടാതെ ആവശ്യപ്പെടുന്ന സ്ഥലത്തും സമയത്തും ഹാജരാക്കി ബോധ്യപ്പെടുത്തിക്കൊള്ളാം. ഈ വക സാമാനങ്ങൾക്ക വല്ല കേടോ കുറവോ വന്നുപോയി കാണപ്പെടുകയോ ആവശ്യപ്പെടുന്നതനുസരിച്ച് ഹാജരാക്കാതിരിക്കുകയോ ചെയ്താൽ [illegible] അതിൽ [illegible]ച്ചുണ്ടാകാവുന്ന നഷ്ടങ്ങൾക്കും ഞാനും എന്റെ വക സകലസ്ഥാവരജംഗമസ്വത്തുക്കളും ഉത്തരവാദിയാകുന്നു. ആവകയ്ക്കു എന്നിൽനിന്ന് ഈടാക്കേണ്ട വല്ല സംഖ്യയും കരക്കുടിശ്ശിക

ആക്ട്പ്രകാരം ഈടാക്കി എടുക്കുന്നതിനു ഞാൻ പൂർണ്ണമായി സമ്മതിച്ചിരിക്കുന്നു, ഈ പ്രകാരം ഈ കച്ചീട്ടെഴുതിയ താലൂക്കിൽ പകുതിയിൽ മുറിയിൽ വീട്ടിൽ

സാക്ഷികൾ ൧
൨
൩. പ്യൂൺ

സെയിൽ ആഫീസർ

| ക്രമനമ്പർ | ഇനവിവരം | എണ്ണം | ഉദ്ദേശവില | | | റിമാർക്ക് |
|---|---|---|---|---|---|---|
| | | | ബ്രി. രൂ. | ച. | കാ. | |
| | | | | | | |

മൂന്നാംസ്ഥാനം കച്ചീട്ടെഴുതിയ

സാക്ഷികൾ ൧
൨
൩. പ്യൂൺ

സെയിൽ ആഫീസർ.

## ലേലനോട്ടീസ്.

(൧൦൯൨-ലെ ൧-ാം ആക്ട് ൯-ാം വകുപ്പനുസരിച്ചു)

സെയിൽ ആഫീസിൽനിന്നും പ്രസിദ്ധപ്പെടുത്തുന്ന പരസ്യം എന്തെന്നാൽ താലൂക്കിൽ പകുതിയിൽ മുറിയിൽ വീട്ടിൽ ാം നമ്പർ പരസ്പരസഹായസംഘ (ക്ലിപ്തം)ത്തിലേക്കു എവാർഡും/പ്രൊസീഡിംഗ്സും പ്രകാരം തീർക്കേണ്ട സംഖ്യയായ ബ്രി. രൂ. ച. കാശിനു ജപ്തിചെയ്തിട്ടുള്ളതും മേൽവശത്തു വിവരിച്ചിട്ടുള്ളതുമായ സാമാനങ്ങളും. മാണ്ടു മാസം ാം- പകൽ മണിക്കു വച്ചു് ലേലംചെയ്യുന്നതിനു നിശ്ചയിച്ചിരിക്കുന്നു. ലേലത്തിൽ പങ്കെടുക്കുവാൻ മനസ്സുള്ളവർ മി സ്ഥലത്തും സമയത്തും ഹാജരായി ലേലത്തിൽ വിളിക്കാവുന്നതാണ്. കൂടുതൽ തുകയ്ക്കു ഏൽപ്പെടുന്ന ആളിന്റെപേരിൽ ലേലം സ്ഥിരപ്പെടുത്തുന്നതും ലേലം സ്ഥിരപ്പെടുത്തിയ ഉടനെ ലേലസംഖ്യ മുഴുവനും ഒന്നായി കെട്ടിവയ്ക്കേണ്ടതും അതിന്റെശേഷം സാമാനം ലേലക്കാരനു നൽകുന്നതുമാകുന്നു. ലേലക്കാരൻ ലേലത്തുക കെട്ടിവയ്ക്കാതെ വീഴ്ചവരുത്തുന്നതായാൽ ആവർത്തിച്ചു ലേലംവിളിക്കുന്നതും അതിൽ വച്ചുണ്ടാകുന്ന നഷ്ടത്തിനു ആദ്യലേലക്കാരൻ ഉത്തരവാദിയായിത്തീരുന്നതുമാകുന്നു. എ

നാൽ കൂടുതൽ തുകയ്ക്ക് ലേലത്തിൽ പോകുന്നതായാൽ ആയതിനു ആദ്യലേലക്കാരനു അവകാശപ്പെടാൻ പാടുള്ളതല്ല.

മാണ്ടു മാസം ൹.

സെയിൽ ആഫീസർ.

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കുറിപ്പുകൾ:—(൧) യുക്തംപോലെ സാമാനങ്ങൾ തരംതരമായോ ചില്ലറയായോ ലേലംചെയ്യുന്നതാണ്.

(൨) ന്യായമായ വിലയ്ക്ക് ലേലത്തിൽ കൊള്ളുവാൻ ആരും ഏറ്റപ്പെടാത്തപക്ഷം ലേലം സ്ഥിരപ്പെടുത്താതെ മാററിവയ്ക്കുന്നതാണ്.

| ക്രമനമ്പർ | ഇനവിവരം | എണ്ണം | ഉടലേലവില | | | റിമാർക്ക്സ് |
|---|---|---|---|---|---|---|
| | | | ബ്രി. രൂ. | ച. | കാ | |
| | | | | | | |

സെയിൽ ആഫീസർ.

വ്വ

ലേലക്കണക്ക്.

ഡിവിഷൻ പരസ്പരസഹായസംഘം അസിസ്റ്റന്റ് രജിസ്ട്രാരാഫീസിൽ ലെ ൦ം നമ്പർ വിധിനടത്തപേക്ഷപ്രകാരം വിധികടക്കാരനായ താലൂക്കിൽ പകുതിയിൽ മുറിയിൽ വീട്ടിൽ ടെ വക ജംഗമങ്ങൾ ജപ്തിചെയ്തിട്ടുള്ളതിനെ പരസ്യപ്രകാരം ലേലം ചെയ്യുന്നതിനു നിശ്ചയിച്ചിട്ടുള്ളതനുസരിച്ച് ലേലത്തിനുള്ള പരസ്യം മുറപ്രകാരം സ്ഥലത്തു മുരശടിച്ച് പ്രസിദ്ധംചെയ്തു വിധികടക്കാരനിൽനിന്നും ഈടാക്കുവാനുള്ള ബ്രി. രൂ. ച. കാശിൽ വിധികടക്കാരൻ അടച്ചുതീർത്തതായ ബ്രി. രൂ. ച. കാശു നീക്കി ബാക്കി വരേണ്ടും ബ്രി. രൂ. ച. കാശും മുരശുപടി ചക്രവും മററിനം വകയിൽ ബ്രി. രൂ. ച. കാശും ഉൾപ്പടെ വരേണ്ടും ബ്രി. രൂ. ച. കാശിനു തടസ്ഥരേയും കൂട്ടിനിർത്തി മാണ്ടു മാസം ൦ന്നു-ായ ഇന്നേദിവസം പകൽ മണിക്കു ലേലംചെയ്തു എഴുതിയ

ലേലക്കണക്ക്.

| ക്രമനമ്പർ | ജപ്തിക്കണക്കിലെ ക്രമനമ്പർ | ഇനവിവരം | എണ്ണം | ജപ്തികണക്കിലെ ഉടലേലവില | | | ലേലത്തിൽ വിററ വില | | | കൂടുതൽ തുകയ്ക്കു ഏല്ക്കപ്പെട്ട ലേലക്കാരന്റെ പേരും ഒപ്പും |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | രൂ. | ച. | കാ | രൂ. | ച. | കാ | |
| | | | | | | | | | | |

സ്ഥലം.

തീയതി

സെയിൽ ആഫീസർ.

ൻ

## ലേലഡയറി.

സ്ഥലം
തീയതി
താലൂക്കിൽ പകുതിയ്
മുറിയിൽ ...ിൽ

പകൽ നിന്നും -ാം നമ്പർ
പരസ്പരസഹായസംഘ(ക്ലിപ്തം)ത്തിലേയ്ക്ക് ഈടാക്കേണ്ടും ബ്രി.രൂ. ച.
കാശും ഡിമാൻറുപടി പലിശയും ജപ്തിപ്പടി മുതലുപടി മുതലായവയുംകൂടി ബ്രി.രൂ.
ച. കാശും ഉൾപ്പെടെ ആകെ ഈടാക്കാനുള്ള ബ്രി.രൂ. ച.
കാശിന് വിധിക്കടക്കാരൻറവക പകുതിയിൽ സർവെ
നമ്പരിൽ/നമ്പരുകളിൽ പെട്ട ഏക്കർ സെൻറ
നിലത്തിൽ ഏക്കർ സെൻറ പുരയിടത്തിൽ വിധിക്കടക്കാരനു
ടെ അവകാശം ജപ്തിചെയ്തിട്ടുള്ളതനുസരിച്ച്
അവധിവെച്ച് ഗസററിലും മററും പരസ്യം ചെയ്തിട്ടുള്ളതിന്നും അവധിപ്രകാരമായ
ഇന്നേദിവസം ...ച്ച് ലേലം നടത്തിയ കുറിപ്പ് എ
ഴുതിയ

## ലേലഡയറി

പരസ്യത്തിലെ താല്പര്യപ്രകാരം
പകുതിയിൽ സർവെ നമ്പരിൽ/നമ്പരുകളിൽ പെട്ട ഏക്കർ
സെൻറ നിലം/ ഏക്കർ സെൻറ പുരയിടം വിധിയുടെ പലിശ വിധിനട
ത്തുന്ന ചെലവു മുതലായവ ഉൾപ്പെടെയുള്ള സംഖ്യ ബ്രി.രൂ. ച. കാശി
നായി ലേലം വിളിച്ചതിൽ കൂടുതൽ തുകയായ ബ്രി.രൂ. ച. കാശിന്
താലൂക്കിൽ പകുതിയിൽ
മുറിയിൽ വീട്ടിൽ
ഏർപ്പെട്ടു. ഇതിൽ കൂടുതലായി ആരും ഏർപ്പെടാ ടി ടെ
പേരിൽ ലേലം അവസാനിപ്പിച്ചു. ലേലം വിളിക്കുക വീട്ടിൽ
തടസ്ഥർ ൧) ———
൨)

ലേലം വിളിച്ച പ്യൂൺ സെയിൽ ആഫീസർ

ഡെപ്പോസിറ്റായ ബ്രി.രൂ. ച. കാശു.(ബ്രി.രൂ. )
നീക്കി ബാക്കി ലേലത്തുക നാളതു മുതൽ മുപ്പതു ദിവസത്തിനകം സെയിൽ ആഫീസർ അവർകളുടെ ആഫീസിൽ ഒടുക്കി രസീതു വാങ്ങിച്ചുകൊള്ളാം. അല്ലാത്തപക്ഷം ടി ഡെപ്പോസിറ്റു പ്രായശ്ചിത്തമായി സർക്കാരിലേക്കു ... ഒന്നുകൂടി ... നിയമപ്രകാരം ലേലം നടപടികൾ നടത്തുന്നതിന ഇതിനാൽ സമ്മതിച്ചിരിക്കുന്നു. ലേലത്തിൽ വിളിക്കുന്ന ടി
വീട്ടിൽ

## *Order of the Sale Officer.*

### I.

The auction purchaser has paid B.Rs. Chs. ca.
being 15 per cent of the purchase money.

*Date* *Sale Officer*

### II.

The auction purchaser has produ the balance money of
B.Rs. chs. ca. on this day the of

*Date* *Sale Officer.*

## ഫാറം

## ജപ്തിനോട്ടീസ്.

൧൦൯൪-ാമാണ്ടത്തെ ൭-ാം ആക്ട് ൨൮-ാംവകുപ്പുപ്രകാരം സ്ഥാവരവസ്തു ജപ്തിചെയ്യുന്നവകയ്ക്കുള്ള നോട്ടീസ്.

-ാംനമ്പർ പരസ്പരസഹായസംഘം (ക്ലിപ്തം) വാദിയായി സമ്പാദിച്ചിട്ടുള്ള തിരുവിതാംകൂർ/ ഡിവിഷൻ പരസ്പരസഹായ സംഘം അസി. രജിസ്ട്രാരാഫീസിൽ ഫയൽ ൽ -ാംനമ്പർ എ വാർഡിലെ/ ലെ -ാംനമ്പർ പ്രൊസീഡിംഗ്സുപ്രകാരമുള്ള തുക തീർക്കേണ്ടിയിരുന്നത് കൊടുത്തു തീർത്തിട്ടില്ലാത്തതിനാൽ ആയതിലേയ്ക്കായി താലൂക്കിലെ പകുതിയിൽപെട്ട താഴെപ്പറയുന്ന സ്ഥാവരവസ്തുക്കൾ ജപ്തിചെയ്തിരിക്കുന്നു. വിധിത്തുകയായ ബ്രി. രൂ. ച. കാശും നാളിതുവരെ മേൽപലിശ ചി ബ്രി. രൂ. ച. കാശും വിധിനടത്തുചിലവ് ബ്രി. രൂ. ച. കാശും ഉൾപ്പെടെ ബ്രി. രൂ. ച. കാശും ദിവസത്തിനകം ഇവിടെ ഹാജരാക്കി ഒടുക്കണം. അങ്ങനെ ഒടുക്കാത്തപക്ഷം പട്ടികയിൽ പറയുന്ന വസ്തുക്കൾ നിയമപ്രകാരം വില്ക്കപ്പെടും.

-ാമാണ്ട് മാസം -ാംതീ.

കസയിൽ ആഫീസർ.

| ക്രമനമ്പർ | ജപ്തി വസ്തു വിവരം | | | | | | | | | | | ജപ്തിത്തുക | | | | ജപ്തിചെയ്ത തീയതിയും ജപ്തി ചെയ്ത ഉദ്യോഗസ്ഥന്റെയും തടസ്സക്കാരുടെയും മുതൽകാരന്റെയും പേരും ഒപ്പും |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | പേരിൽ പതിവുകാരന്റെ പേരും തണ്ടപ്പേർ നമ്പരും | പകുതി | നിലമോ പുരയിടമോ എന്ന് | സർവേപ്പടി | | [illegible] | ഇനം | വിസ്തീർണ്ണം | | ജപ്തിവസ്തുവിന്മേൽ വിധികടക്കാരനുള്ള അവകാശം | ജപ്തിചെയ്യുന്ന [illegible] | | | | ജപ്തിവസ്തു [illegible] | |
| | | | | നമ്പർ | ലററർ | | | ഏ. | സെ. | | | ബ്രി. രൂ. | ച. | കാ. | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | | | 14 | 15 |
| | | | | | | | | | | | | | | | | ഈ നോട്ടീസ് തമുക്കടിച്ച് പ്രസിദ്ധം ചെയ്യുകയും പരസ്യപ്പെടുത്തുകയും ചെയ്തിരിക്കുന്നു<br>മുദ്രക്കാരൻ<br>തടസ്സർ<br>കസയിൽ ആഫീസർ |

[illegible] സെയിൽ ആഫീസിൽനിന്നും
താലൂക്കിൽ പകുതിയിൽ
മുറിയിൽ വീട്ടിൽ
-ക്ക് എഴുതുന്ന

## നോട്ടീസ്.

നിങ്ങൾ -ാം നമ്പർ പരസ്പരസഹായസംഘം (ക്ലിപ്തം)ത്തിലേക്ക എവാർഡ്/പ്രൊസീഡിംഗ്സ് അനുസരിച്ചു ഡിവിഷൻ പരസ്പരസഹായസംഘം അസിസ്റ്റന്റ രജിസ്ട്രാരാഫീസിൽ ൽ -ാം നമ്പർ വിധിനടത്തുഹർജിപ്രകാരം നടപടിച്ചിലവുൾപ്പടെ ബ്രി. രൂ. ചക്രം കാശു തീർക്കുന്നതിന നിങ്ങളുടെവക താലൂക്കിൽ പകുതിയിൽ സർവെ നമ്പരിൽ/നമ്പരുകളിൽപെട്ട ഏക്കർ സെൻറ് നിലം/പുരയിടം ജപ്തിചെയ്തിട്ടുള്ളതിനെ -ാമാണ്ടു മാസം -ാംനു-പകൽ മണിക്ക വച്ചു ലേലത്തിൽ വില്ക്കുന്നതാണെന്നു് ഇതിനാൽ തെര്യപ്പെടുത്തുന്നു.

സ്ഥലം.
തീയതി.

സെയിൽ ആഫീസർ

## 12.

### ൧൦൯൨-ലെ ൨-ാം നമ്പർ ആക്ട് ൩൨-ാം വകുപ്പനുസരിച്ച് ലേലത്തിനുള്ള പരസ്യം.

തിരുവിതാംകൂർ ഡിവിഷൻ പരസ്പരസഹായസംഘം അസിസ്റ്റന്റ രജിസ്ട്രാർ ആഫീസിൽനിന്നു ൽ -ാംനമ്പർ എവാർഡും/ലെ -ാം നമ്പർ പ്രൊസീഡിംഗ്സും പ്രകാരം ബ്രി. രൂ. ച. കാ. -ാം നമ്പർ പരസ്പരസഹായസംഘ ക്ലിപ്തത്തിലേക്ക് കൊടുത്തുതീർക്കേണ്ടിയിരുന്നതു അടച്ചു തീർത്തിട്ടില്ലാത്തതിനാൽ ടി എവാർഡ്/പ്രൊസീഡിംഗ്സ അനുസരിച്ചുള്ള ബ്രി. രൂ. ച. കാശും ലേലതീയതിവരെയുള്ള മേൽ പലിശ പിഴയും നടപടിച്ചിലവുകളും ഉൾപ്പെടെ ആകെ മുതലായ ബ്രി. രൂ. ച. കാശു തീർക്കേണ്ടതിനു താഴെ പട്ടികയിൽ പറയുന്ന സ്ഥാവരവസ്തുക്കൾ പട്ടികയിൽ പറയുന്ന സ്ഥലത്തും സമയത്തും വച്ചു ലേലംചെയ്യുന്നതിനു നിശ്ചയിച്ചിരിക്കുന്നു. ലേലത്തിൽ ചേരുന്നതിനു മനസ്സുള്ളവർ അന്നേദിവസം കൃത്യസമയത്തു ഹാജരായി ലേലം വിളിക്കേണ്ടതാണെന്നുള്ളതാകുന്നു. കൂടുതൽതുകയ്ക്കു വിളികേൾക്കുന്ന ആളിന്റെപേരിൽ ലേലം സ്ഥിരപ്പെടുത്തുന്നതു അയാൾ ലേലത്തിനു ൧൦൦-ന് ൧൫ വീതമുള്ള സംഖ്യ ഡേമണിയായി ഉടനേയും ബാക്കി അന്നു മുതൽ ൩൦ ദിവസത്തിനകവും ഒടുക്കേണ്ടതും അങ്ങനെ ചെയ്യാത്തപക്ഷം ആവർത്തിച്ചു ലേലം നടത്തുന്നതും അതിൽവച്ചുണ്ടാകുന്ന നഷ്ടം ആദ്യ ലേലക്കാരനിൽനിന്നു കരക്കടിശ്ശിക ആക്ട് പ്രകാരം ഈടാക്കുന്നതും ആവർത്തന ലേലത്തിൽ കൂടുതൽവന്നാൽ ആയതിനു അയാൾക്കു അവകാശമില്ലാത്തതും ആകുന്നു. കൂടാതെ അയാൾ കെട്ടിവയ്ക്കുന്ന ഡേമണിത്തുക ഇളന്നു പോകുന്നതും ആകുന്നു. ലേലംകഴിഞ്ഞു ൩൦ ദിവസത്തിനകം പരസ്യച്ചെലവു, കമ്മിഷൻ ഉൾപ്പെടെ, വിധികടക്കാരൻ ഒടുക്കാമെന്നുണ്ടായിരുന്നാൽ ആയതു ഈ ആഫീസിൽതന്നെ ഒടുക്കേണ്ടതും വേറെ സ്ഥലത്തു ഒടുക്കാൻ പാടില്ലാത്തതുമാകുന്നു. വസ്തുവിവരത്തിലോ, വിസ്തീർണ്ണത്തിലോ, മുൻബാദ്ധ്യതസംബന്ധിച്ചോ, വല്ലപിശകും വന്നു കൂടുന്നപക്ഷം ആയതിനു ഗവണ്മെന്റ് ഉത്തരവാദിയാകുന്നതല്ലാ.

-ാമാണ്ടു മാസം -ാംനു. വസ്തുവിവരം. സെയിൽ ആഫീസർ,

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ക്രമനമ്പർ | പേരിൽ പതിവുകാരന്റെ പേരും മേൽവിലാസവും | [illegible] | വസ്തുവിവരം | | | നിലമോ പുരയിടമോ എന്നു | സംഖ്യ | | ജന്മം | വിസ്തീർണ്ണം | | വില്ക്കുന്ന വസ്തുവിന്റെ | | | | [illegible] | ഒടുക്കേണ്ടുകളുടെ വിവരം | | | | | | | | | | ലേലം നടത്തുന്ന | | |
| | | | | | | | | | | | | | | | | | വിധിസംഖ്യ | | | പലിശ | | | പിഴ | | മററിനം | | | | |
| | | | താലൂക്ക് | പകുതി | മുറി | | നമ്പർ | [illegible] | | ഏ. | സെ. | മൊത്തമായോ ഓഹരിയായോ | വിസ്തീർണ്ണം | | | | ബ്രി. | ച. | കാ. | ബ്രി. | ച. | കാ. | ബ്രി. | ച. | | | തീയതി | റിമാർക്ക് |
| | | | | | | | | | | | | | ഏ. | സെ. | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

കുറിപ്പ്---കൂടുതൽ വിളികേൾക്കുന്ന ലേലത്തുക വസ്തുവിന്റെ ന്യായമായവിലയിൽ വളരെ താഴ്ന്നതായി ഏതെങ്കിലും കാണുന്നപക്ഷം, ലേലം സ്ഥിരപ്പെടുത്താതിരിക്കുവാനുള്ള അധികാരം സെയിൽ ആഫീസർക്കുണ്ടായിരിക്കുന്നതാണ്

സെയിൽ ആഫീസർ,

13

OFFICE OF THE SALE OFFICER,

*Dated* 11

FROM

THE SALE OFFICER,

To

THE ASSISTANT REGISTRAR OF CO-OPERATIVE SOCIETIES,
DIVISION,

SIR,

I have the honour to report that as per notice published in the Government Gazette dated 111 , an area of acres cents of land in Survey No. of Pakuthy was on sold by me in auction at for the dues from in award No. of (of the Assistant Registrar of Co-operative Societies, Division ) and was knocked down to the highest bidder for a sum of B· Rs Ch. Ca. of which 15% (B. Rs. ch. ca. ) was deposited by the bidder.

I have the honour to be,
Sir,
Your most obedient Servant,
*Sale Officer,*

13 (*a*)

*No.*

OFFICE OF THE SALE OFFICER.

*Dated,*

FROM

THE SALE OFFICER,

To

THE ASSISTANT REGISTRAR OF CO-OPERATIVE SOCIETIES,

SIR,

In continuation of my report No. dated re; the auction sale of land for the dues in award No. of (of the Assistant Registrar of Co-operative Societies, ), I have the honour to report that the 30 days, time since the date of sale expired on and the balance (B. Rs. Chs. Ca. ) of purchase money was/was not paid by the bidder/ on as yet and to request that you will be so good as to pass orders confirming/setting aside the sale.

The auction list and the connected papers as per list are herewith submitted.

I have the honour to be,

Sir,

Your most obedient Servant

*Sale Officer.*

1. Execution petition No. of
2. Award/Proceedings No. of
3. Demand Notice dated
4. Attachment Notice ( 5 copies ) dated
5. Sale Notice ( 6 copies ), dated
6. Notice dated to the defaulter
7. Auction list.

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## 14

No.

OFFICE OF THE ASSISTANT REGISTRAR OF CO-OPERATIVE SOCIETIES, DIVISION.

*Dated,*

FROM,

THE ASSISTANT REGISTRAR OF CO-OPERATIVE SOCIETIES,

To

THE SALE OFFICER,

*Subject.—Order confirming sale of land*

*Reference.—*

Whereas an area of acres cents of land in Survey No. of Pakuthy was on sold by the Sale Officer for the dues as per award/Proceedings No of and whereas 30 days have elapsed and no application is made or allowed or reasons shown to exist have the same set aside, it is ordered that the said sale be and the said sale is hereby confirmed.

*Assistant Registrar of Co-operative Societies.*

The records are herewith returned for further action.

## ൧൩.

### ൧൦൮൯-ലെ ൧൦-ാം നമ്പർ ആക്റ്റ ൩൯-ാം വകുപ്പനുസരിച്ചുള്ള

### പരസ്യം

എന്തെന്നാൽ തിരുവിതാംകൂർ/ ഡിവിഷൻ പരസ്പരസഹായ
സംഘം അസിസ്റ്റന്റു രജിസ്ട്രാറാഫീസിൽ ഫയൽ ൽ -ാം നമ്പർ എവാർഡും
പടി/ലെ ലെ -ാം നമ്പർ പ്രാസീഡിംഗ്സ അനുസരിച്ച് -ാം നമ്പർ
പരസ്പരസഹായസംഘം(ക്ലിപ്തം) ത്തിന്മേലുള്ള
താലൂക്കിൽ പകുതിയിൽ മുറിയിൽ
വീട്ടിൽ ൽ നിന്നും ഈടാക്കേണ്ടതുകയ്ക്കു
മുറപ്രകാരമുള്ള നടപടികൾ നടത്തി പകുതിയിൽ സർവ്വെ
നമ്പരിൽ/തുകളിൽപെട്ട ഏക്കർ സെന്റു നിലവും
ഏക്കർ സെന്റു പുരയിടവും ജപ്തിചെയ്തു മേണ്ട് മാസം
-ാം- ലേലം ചെയ്തതിൽ താലൂക്കിൽ പകുതിയിൽ
മുറിയിൽ വീട്ടിൽ
വിളികേട്ടതിനെ സ്ഥിരപ്പെടുത്തി ഡിവിഷൻ പരസ്പരസഹായസംഘം അസി
സ്റ്റന്റു രജിസ്ട്രാറാഫീസിൽനിന്നും ൽ -ാം നമ്പരായി എഴുതിവന്നിരിക്കുന്നതിനാ
ൽ മേൽപ്പറഞ്ഞ ലേലമനുസരിച്ചു ടി വസ്തുവിന്റെ/ക്കളുടെ ക്രേതാവു മേൽവിവരിച്ച
വീട്ടിൽ ആണെന്നും ആ വസ്തുവിന്മേൽ/ക്കളിന്മേൽ വിധികടക്കാരനായ
വീട്ടിൽ ർക്കു ഉണ്ടായിരുന്ന സകല അവകാ
ശങ്ങളും ഉടമസ്ഥതയും ടി ലേലക്കാരനായ വീട്ടിൽ
ർക്കു നിയമാനുസരണം സിദ്ധിച്ചിരിക്കുന്നു എന്നു ഇതിനാൽ പ്രസിദ്ധപ്പെടുത്തിയിരിക്കുന്നു.
മേണ്ട് മാസം -ാം-

സെയിൽ ആഫീസർ.

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## ൧൮.

താലൂക്കിൽ പകുതിയിൽ
മുറിയിൽ വീട്ടിൽ

നെ തെര്യപ്പെടുത്തുന്നത്.

താലൂക്കിൽ
പകുതിയിൽ സർവ്വെ നമ്പരിൽ/തുകളിൽപെട്ട
ഏക്കർ സെന്റു നിലം/പുരയിടം
ഡിവിഷൻ പരസ്പരസഹായസംഘം അസിസ്റ്റന്റു രജിസ്ട്രാർ ആഫീസിൽ ൽ -ാം
നമ്പർ വിധിനടത്തപേക്ഷയനുസരിച്ചു നടപടിനടത്തി ലേലംചെയ്തതിൽ ന ന്നെ വിളി
കേട്ടതിനെ സ്ഥിരപ്പെടുത്തി ഡിവിഷൻ പരസ്പരസഹായസംഘം അസിസ്റ്റ
ന്റു രജിസ്ട്രാറാഫീസിൽനിന്നും ലെ -ാം നമ്പരായി എഴുതിവന്നിരിക്കുന്നതിനാൽ
൧൦൮൯-ലെ ൧൦-ാം നമ്പർ ആക്റ്റ ൩൯-ാം വകുപ്പനുസരിച്ചുള്ള ലേലസന്നതിന്മേൽ ൧൦൭൯-
-ലെ ൧-ാമതു ആക്റ്റുപ്രകാരം ആവശ്യമുള്ള മുദ്രപ്പത്രം ഒരാഴ്ചക്കകം മുമ്പാകെ ഹാ
ജരാക്കേണ്ടതാണെന്നു ഇതിനാൽ തെര്യപ്പെടുത്തുന്നു.

സെയിൽ ആഫീസർ.

17.

No. OFFICE OF THE SALE OFFICER,

*Dated,*

FROM

THE SALE OFFICER.

To

THE ASSISTANT REGISTRAR OF CO-OPERATIVE SOCIETIES.

Sir,

I have the honour to forward herewith the Sale Certificate (Sannad) in favour of the auction purchaser in award No. of (of the Assistant Registrar of Co-operative Societies, ) for the purchase of acres cents in Survey No. Pakuthy for your approval. The same may be returned duly signed and sealed for transmission to the party concerned.

I have the honour to be,

Sir,

Your most obedient Servant,

*Sale Officer.*

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൧൮.

To

The Secretary

Co-operative Society Std. No.

റഫറൻസ്.— ലെ ാംനമ്പർ വിധിനടത്തപേക്ഷ. തിരുവിതാംകൂർ/ ഡിവിഷൻപരസ്പരസഹായസംഘം അസിസ്റ്റൻറ്‍രജിസ്ട്രാർആഫീസിൽഫയൽ ൽ ാംനമ്പർ ഏവാർഡിലുള്ള യെ ാംനമ്പർപ്രൊസീഡിംഗ്സ് അനുസരിച്ച് ഇവിടെ ഈടാക്കിവച്ചിട്ടുള്ള ബ്രി.രൂ ച കാശു ഒരാഴ്ചക്കകം മുറപ്രകാരം രസീതുതന്ന് ഈ ആഫീസിൽ നിന്നും വാങ്ങിക്കൊള്ളേണ്ടതാകുന്നു. ഈ [illegible] വസൂലായ വിവരം കുറവു ചെയ്യുന്നതിനായി ഡിവിഷൻപരസ്പരസഹായസംഘം അസിസ്റ്റൻറ് രജിസ്ട്രാർ ആഫീസിൽ റിപ്പോർട്ടു ചെയ്തു വിവരം ഇവിടെ അറിയിക്കേണ്ടതും ആകുന്നു.

സെയിൽ ആഫീസർ.

## 19.

No.

OFFICE OF THE OFFICER,

*Dated.*

FROM

THE SALE OFFICER.

To

THE ASSISTANT REGISTRAR OF CO-OPERATIVE SOCIETIES.

*Subject:*—Realisation of dues in award No. of of the Court of the Assistant Registrar of Co-operative Societies.

*Reference:* —

Sir,

In forwarding herewith the records and connected papers *re* the case under reference, I have the honour to report that the amount realised B. Rs. Chs. Ca. has been remitted to the Co-operative Society Ltd., No. on and the formal voucher obtained.

I have the honour to be,
Sir,

Your most obedient Servant,

*Sale Officer.*

*Enclosure.*—

1. Demand notice dated
2. Attachment order/notice.
3. Security bond.
4. Sale notice dated.
5. Auction list dated
6. Award/Proceedings No. of
7. Voucher No. dated.

## 20.

Statement showing Demand Collection and Balance for the month of 111 of the office of the Sale Officer.

| Items. | Demand. | | | | Collection. | | | Balance. | | Excess collection. | | | Remarks. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Demand for the month. | | Previous balance. | | | | | | | | | | |
| | Bh. Rs. | ch. ca. | Bh. Rs. | ch. ca. | Bh. Rs. | ch. | ca. | Bh. R | ch. ca. | Bh. Rs. | ch. | ca. | |
| Principal as per award ... | | | | | | | | | | | | | |
| Interest ... | | | | | | | | | | | | | |
| Penal interest ... | | | | | | | | | | | | | |
| Execution fees | | | | | | | | | | | | | |
| Attachment fees ... | | | | | | | | | | | | | |
| Sale notice fees | | | | | | | | | | | | | |
| Tom-tom charges ... | | | | | | | | | | | | | |
| Advance purchase money | | | | | | | | | | | | | |
| Purchase money ... | | | | | | | | | | | | | |
| Commission ... | | | | | | | | | | | | | |
| Other items ... | | | | | | | | | | | | | |
| Total ... | | | | | | | | | | | | | |

Station.
Date.

*Sale Officer.*

## MONTHLY RETURNS FOR THE MONTH OF 111

### Receipts and Disbursements

Office of the Sale Officer,

| Receipts. | | | | | | | | | | Disbursements. | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Up to the end of the previous month. | | | Current month. | | | Total. | | | | Up to the end of the previous month. | | | Current month. | | | Total. | | |
| | B. Rs. | ch | c. | B. Rs. | ch | c. | B. Rs. | ch | c. | | B. Rs. | ch | c. | B. Rs. | ch | c. | B. Rs. | ch | c |
| Principal amount | | | | | | | | | | Refund of advances | | | | | | | | | |
| Interest | | | | | | | | | | ,, purchase money | | | | | | | | | |
| Penal interest | | | | | | | | | | Remittance to the Society | | | | | | | | | |
| Execution application fee | | | | | | | | | | Invested in Treasury | | | | | | | | | |
| Demand notice | | | | | | | | | | ,, Anchal S. B. | | | | | | | | | |
| Sale notice | | | | | | | | | | Allowance for scriptory work | | | | | | | | | |
| Tom tom charges | | | | | | | | | | Batta for serving notices | | | | | | | | | |
| Attachment notice | | | | | | | | | | Refund of commission | | | | | | | | | |
| Advance purchase money | | | | | | | | | | Contingent charges | | | | | | | | | |
| Commission | | | | | | | | | | 1. | | | | | | | | | |
| Other items | | | | | | | | | | 2. | | | | | | | | | |
| | | | | | | | | | | 3. | | | | | | | | | |
| | | | | | | | | | | 4. | | | | | | | | | |
| 1 | | | | | | | | | | 5. | | | | | | | | | |
| 2. | | | | | | | | | | Other items | | | | | | | | | |
| 3. | | | | | | | | | | 1. | | | | | | | | | |
| 4. | | | | | | | | | | 2. | | | | | | | | | |
| 5. | | | | | | | | | | 3. | | | | | | | | | |
| Total | | | | | | | | | | Total | | | | | | | | | |

Station,
Date.

*Sale Officer.*

## E. FORMS AND REGISTERS FOR LIQUIDATION.

1. Contribution award form.
2. Monthly progress report of Liquidation Part I.
3. Do. Do. Part II.
4. Annexure to Parts I and II.
5. Monthly progress of report of collections in liquidated societies. Annexure to Part II.
6. Statement to accompany the monthly progress report
7. Quarterly progress statement of Liquidated societies
8. Abstract return of quarterly progress report of Liquidated Societies.
9. Contribution order
10. (a) D. C. B. Ledger of Liquidated Societies
    (b) Do. Do.
11. Auditor's report

Claim No. Amount Rs.

## IN THE COURT OF THE LIQUIDATOR OF THE CO-OPERATIVE SOCIETY No.

The day of 19...

Present:—

Liquidator.

Read,—Papers connected with the liquidation of the above said Co-operative Society.

The Registration of the Co-operative Society No. having been cancelled on by the Registrar of Co-operative Societies, under Section of Act V of 1112 and the order having become final and the Registrar of Co-operative Societies, appointed by the Registrar as liquidator under section hereby pass orders under

Claim No. of the Co-operative Society for Rs.

The $\frac{\text{debtors}}{\text{party}}$ in claim $\frac{\text{are}}{\text{is}}$.

1.
2.
3.

2. I order that a sum of Rs. (Rupees shall be contributed by Nos...... towards the assets of the society under Section with subsequent interest at per rupee p-r mensem from until realisation and together with further costs and liquidation charges at the rate of per cent per mensem.

3. In default the property mortgaged to the society (specified on the reverse) shall be sold and the proceeds applied in payment of the above contribution order. If the said-proceeds be found insufficient, the Liquidator may recover the balance from the said debtor personally or from his other properties or in both these ways.

4. The order passed is not a final one. Should the Liquidator fail to recover the assessment on any member the Liquidator will draw up a fresh order and execute it in the same manner as the orginal order.

Liquidator.

2.

DIVISION.

- Progress of Liquidated Societies for the month of 19...

PART I.

1 No. of societies in liquidation on the last day of the previous month.

2. No. whose registration was cancelled during the month (names should be given).

3. Total (columns 1 and 2)

4. Of the number shown in column 3 the number in which final closing was approved by the Registrar during the month (names should be given)

5. No. of societies on liquidation on the last day of the month.

6. Of the number shown in column (5) No. in which appeal time was not over, appeal is pending,

Office of the Asst. Registrar of Co-operative Societies,

Dated *Assistant Registrar.*

Submitted to the Registrar of Co-operative Societies.

3.

DIVISION.

Progress Report of Liquidated Societies for the Month of 1941

*Part II.*

1 No. of societies involved (only those taken charge of by the Liquidator)

2 Amount outstanding at the beginning of the month.

3 Amount added during the month on account of new societies cancelled or on account of interest accrued or collected during the month.

4 Amount colllected during the month. *Actual collection Written off*

5 Balance outstanding at the end of the month.

6 Liabilities to be dischaged at the end of the month

7 Remarks

Office of the Assistant Registrar of
Co-operative Societies,
Dated... ...

Submitted to the Registrar of Co-operative Societies.

*Assistant Registrar*

### 4

## DIVISION.

Progress Report of Liquidated Societies for the month of 19...

*Annexure to Part I and II.*

1 No. of Inspections

2 No. of societies in their charges

3 Total No. of loans pending collection in their societies and the amount involved.

4 No. of loans collected in full and the amount involved

5 No. of loans received in part and the amount invoved

6 Reasons for progress, if any

7 Action taken by the Assistant Registrar in dealing with Inspectors for poor progress

8 No. of societies visited by the Assistant Registrar

9 Remarks.

## Progress Report of Collections in Liquidated Societies for the month of ......19......

Annexure to Part II.

| Sl. No. | Number. | Name of the society. | Date of Liquidation. | Assets pending collection on the last day of the previous month. | Assets accrued during the quarter. | Assets collected during the quarter | | | Assets pending collection on the last day of the month. | Liab | | | Remarks. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Actual. | Adjustment. | Written off. | | On the last day of the previous month. | Discharged during the month. | On the last day of the month. | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| | | | | | | | | | | | | | |

6

## STATMENT TO ACCOMPANY THE MONTHLY PROGRESS REPORTS.

A. Liquidation —costs of liquidation—collection—19...

| Name of society | Amount collected | Costs to be appropriated. (5 per cent. of the (collns.) |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |
| Total | | |

B. (1) Amount received as commission by the Liquidator for the month of...19...

(2) Amount of T. A. received by the Liquidator during 19...

Total

Signature of the Liquidator.

N. B. Here enter the certificate called for in para 8 of the circular.

7

## Quarterly Progress Statement of Liquidated Societies for the quarter ending 19...

……….. Division.

| | | | | | | Assets. | | | | Liabilities. | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S. No. | Number | Name of the Society | Rate of Liquidation | Total assets on the day of cancellation | Assets remaining uncollected on the last day of the previous quarter | Assets accrued during the quarter | Assets collected during the quarter | Assets written off during th quarter | Remaining uncollected on the last day of the quarter | On hand on the last day of the quarter | Total | Total Member | Total Non-member | Total |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| | | | | | | | | | | | | | | |

## Abstract Return Quarterly Progress Report of Liquidated Societies for the quarter ending............19......

| Serial No. | Name of the Division | No. of societies under Liquidation as on | No. of societies cancelled during the quarter | Total | No. of societies whose final proceedings were completed during the quarter | No. of societies under Liquidation on | No. of societies whose appeal time is not over | Assets to be collected during the quarter | Assets collected during the quarter | Assets written off during the quarter | Percentage of collection | Liabilities to be discharged on | Remarks |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| | | | | | | | | | | | | | |

9

Proceedings of the Liquidator of Co-operative
Society in , taluk in
Division under Section 51 (3) (C) of the Travancore Co-operative
societies Act V of 1112.
M. R. Ry.,

Liquidator.

The registration of co-operative society was cancelled on and the order took effect on this date the assets amounted to Rs. and the liabilities to Rs. Loans amounting to Rs under principal and interest were due from the members . Loans were covered by decrees and of these decrees were under execution. Contribution orders were passed in respect of loans decreese and contribution orders were executed through the Civil Court, and the Co-operative Department respectively. The movable properties of defaulters and the immovable properties of defaulters were sold for Rs. and their dues were recovered in part or in full. Besides these, some of the loans were collected by persuasive means. In the following cases the liquidator had to purchase the properties of defaulters for Rs. as there were no other bidders (mention any more steps taken by the liquidator to collect the assets).

After taking the steps mentioned above the liquidator was able to collect Rs. under assets. The results of the execution proceedings taken against the defaultors and personal enquiries made by the liquidator prove that assets amounting to Rs are doubtful of recovery while assets amounting to Rs. are definitely bad. It is probable that per cent of the assets classified as doubtful may be recovered: Thus the net available and realisable assets amount to Rs. Excluding the liabilities paid so far the society has yet to pay Rs. . This amount excludes the share capital of members amounting to Rs. . It is not therefore possible to pay the outside liabilities with the avilable and realisable assets. There is a deficit of Rs.

This deficit has to be made good by contributions levied against members of the society. The members given in Appendix I are liable to contribute to the assets of the society and ordinarily each will have to contribute Rs. . But nothing could be recovered from members numbers for they have not repaid the loans due by them and coercive action taken against them for the recovery of their loans has proved that it is not worth while proceedings against them. On enquiries made I find that members numbers will not be liable to pay anything as they are very poor and members numbers may not be able to pay the full contribution proposed to be levied against them. They may be able to pay Rs. each. It is therefore found necessary to distribute this amount on the remaining members.

For the reasons stated in the previous paragraph the following members are hereby required to contribute towards the assets of the society the amounts noted against their names

| 1 Name of the member<br>2 Amount due to the society on the date of cancellation | Date of collection. | Demand including amount accrued up-to-date, |  |  |  | Collections. |  |  |  |
|---|---|---|---|---|---|---|---|---|---|
|  |  | Principal. | Interest. | Court cost and other items. | Additional cost of liquidation @ 6% if and when levied. | Principal | Interest. | Court cost and other items. | Additional cost of liquidation. |
| Principal | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| Interest |  |  |  |  |  |  |  |  |  |
| Court cost |  |  |  |  |  |  |  |  |  |
| Other Items (specified) |  |  |  |  |  |  |  |  |  |

| | Balance. | | | | Out of the amount collected under columns 6 to 8 amount appropriated to. | | |
|---|---|---|---|---|---|---|---|
| 1 Name of the member<br>2 Amount due to the society on the date of collection | Principal. | Interest. | Court cost and other items. | Additional cost of liquidation. | Miscellaneous. | Government Cost. | Remarks. |
| | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| Principal | | | | | | | |
| Interest | | | | | | | |
| Court cost | | | | | | | |
| Other items (specify) | | | | | | | |

## D. C. B. Ledger.

| Serial No. | Admission No. | Name of the member. | Amount due to the society under Liquidation on the day of cancellation. |  | Date. | Subsequent interest. | Total Columns 4+5+7. | Liquidation charges at per cent per mensem on the amount outstanding to date. |  |
|---|---|---|---|---|---|---|---|---|---|
|  |  |  | Principal. | Interest. |  |  |  | Arrear. | Current. |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|  |  |  |  |  |  |  |  |  |  |

| Total Columns 8+9+10. | Date. | Collections. |  |  | Balance. |  |  | Share capital. | Deposits. | Interest on deposits. | Remarks. |
|---|---|---|---|---|---|---|---|---|---|---|---|
|  |  | Liquidation charges. | Interest. | Principal. | Liquidation charges. | Interest. | Principal. |  |  |  |  |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
|  |  |  |  |  |  |  |  |  |  |  |  |

No. and name of society

... ... ... ... ... ... ... ... ...

### Audit Report.

### (For Liquidated Societies)

For the year

To be submitted as soon as possible after the close of the Co-operative year.

Date of submission ... ... ... ... ... ... ...

Name of auditor... ... ... ... ... ... ... ...

## AUDITOR'S REPORT FOR

1. Name of the society cancelled.
2. Taluk in which situated.
3. Division.
4. Date of cancellation.

### I

(*a*) Period of audit.
(*b*) Date of audit.
(*c*) Date of submission of the audit Report.

### II

Borrowings due—Loans and deposits by the cancelled Society.

| Serial number. | Name of creditor. | Amount due as on the date of cancellation. | | Whether decreed or not. | Costs, if any. | Amount paid towards the sums shown in columns (3), (4), and (6) respectively up to the end of the previous year. | | |
|---|---|---|---|---|---|---|---|---|
| | | Principal. | Interest. | | | Principal. | Interest. | Costs. |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) |
| | | Rs. ch. c. | Rs. ch. c. | Rs. ch. c. | Rs. ch. c. | Rs. ch. c. | Rs. ch. c. | Rs. ch. c. |
| | | | | | | | | |

| Amount paid towards the sums shown in columns (3), (4) and (6) respectively during the year under audit. | | | Balance—Columns (3), (4) and (6) *minus* (7) to (12) respectively. | | | Interest accrued till the end of the previous year *minus* the amount already paid, if any. | Interest accrued during the year | Amount paid if any towards accrued interest during the year. | Balance. |
|---|---|---|---|---|---|---|---|---|---|
| Principal. | Interest. | Costs. | Principal. | Interest. | Costs. | | | | |
| (10) | (11) | (12) | (13) | (14) | (15) | (16) | (17) | (18) | (19) |
| Rs. ch. c. | Rs. ch. c. | Rs. ch. c. | Rs. ch. c. | Rs. ch. c. | Rs. ch. c. | Rs. ch. c. | Rs. ch. c. | Rs. ch. c. | Rs. ch. c. |

## III—Loans due to cancelled Societies from Members.

| Serial number. | Name of debtor. | Amount due to society as on the date of the cancellation. | Whether the debt is secured by a contribution order or by a decree under section 51of the T. C. S. Act or by the civil court. | Date of the contribution order or the decree under section— | Amount due on the last day of the previous year. | | | Amount accrued during the year. | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Principal | Interest | Costs | Interest | Costs |
| | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) |
| | | | | | Rs. ch. c. | Rs. ch. c. | Rs. ch. c. | Rs. ch. c. | Rs. ch. c. |

| Amount collected during the year. | | | Balance due. | | | Whether the Debt is properly secured. | | |
|---|---|---|---|---|---|---|---|---|
| Principal. | Interest. | Costs. | Principal. | Interest. | Costs. | Value of net assets possessed by the debtor. | Value of net assets possessed by the sureties, if any. | Value of the mortgaged property if the debt has been secured by a mortgage bond or mortgage decree. |
| (11) | (12) | (13) | (14) | (15) | (16) | (17) | (18) | (19) |
| Rs. ch. c. | Rs. ch. c. | Rs. c. c. | Rs. ch. c. | Rs. ch. c. | Rs. ch. c. | | | |

IV.—Receipts and Payments

| Serial number. (1) | Items. (2) | Amount. (3) | | |
|---|---|---|---|---|
| | RECEIPTS. | Rs. | ch. | c. |
| 1 | Loans collected from past members | | | |
| 2 | Interest collected from past members | | | |
| 3 | Sale of furniture | | | |
| 4 | Investments withdrawn— | | | |
| | (i) Shares in other Societies | | | |
| | (ii) Reserve Fund | | | |
| | (iii) Deposits | | | |
| | (iv) | | | |
| | (v) | | | |
| 5 | Other items— | | | |
| | (i) Dividend from the Central Bank. | | | |
| | (ii) Interest on investments | | | |
| | (iii) Advances received | | | |
| | (iv) Advances repaid | | | |
| | (v) Court costs recovered | | | |
| | (vi) Costs of liquidation (at 6 % on outstandings, if any) | | | |
| | (vii) | | | |
| | (viii) | | | |
| 6 | Contributions to the assets recovered from members— | | | |
| | (i) Share capital called up by the society but unpaid till date of cancellation | | | |
| | (ii) Fresh call of share capital made by the liquidator | | | |
| | (iii) Contributions determined in other ways (to enforce unlimited liability) | | | |
| | Total | | | |
| | Opening Balance | | | |
| | Grand Total | | | |

NOTE.—Although there are sub-heads in column (2), all entries relating to money should be made only in column (3).

during the year.

| Serial number. (1) | Items (2) | Amount. (3) | | |
|---|---|---|---|---|
| | PAYMENTS. | Rs. | ch. | c. |
| 1 | Loans and deposits repaid to individuals | | | |
| 2 | Loans repaid to the Central Bank | | | |
| 3 | Loans repaid to other societies | | | |
| 4 | Loans repaid to Government | | | |
| 5 | Interest paid on borrowings | | | |
| 6 | Establishment charges | | | |
| 7 | Contingent charges | | | |
| 8 | Advances repaid | | | |
| 9 | Advances made | | | |
| 10 | Court costs paid | | | |
| 11 | Court costs incurred | | | |
| 12 | Investments made— | | | |
| | (i) | | | |
| | (ii) | | | |
| | (iii) | | | |
| 13 | Share capital returned to members | | | |
| 14 | Dividend paid | | | |
| 15 | Surplus assets distributed | | | |
| 16 | Costs of liquidation | | | |
| | Total | | | |
| | Closing Balance | | | |
| | Grand Total | | | |

## V.—Assets and Liabilities.

| Serial number (1) | Items. (2) | As on the date of cancellation of the society (3) | | | As on 30th Edavam. (4) | | |
|---|---|---|---|---|---|---|---|
| | | Rs. | ch. | c. | Rs. | ch. | c. |
| | ASSETS. | | | | | | |
| 1 | Cash in hand | | | | | | |
| 2 | Cash in the Bank on current account | | | | | | |
| 3 | Other investments - | | | | | | |
| | (a) Shares in - | | | | | | |
| | (i) Central Bank | | | | | | |
| | (ii) | | | | | | |
| | (iii) | | | | | | |
| | (iv) | | | | | | |
| | (b) Reserve fund of the society | | | | | | |
| | (i) Invested in Central Bank | | | | | | |
| | (ii) Invested in | | | | | | |
| | (iii) Merged in the general funds. | | | | | | |
| | (c) Fixed deposits | | | | | | |
| | (d) Other deposits. | | | | | | |
| | (e) | | | | | | |
| | (f) | | | | | | |
| 4 | Loans due by members - | | | | | | |
| | (i) Considered good | | | | | | |
| | (ii) Doubtful | | | | | | |
| 5 | Interest accrued— | | | | | | |
| | (i) Considered good | | | | | | |
| | (ii) Doubtful | | | | | | |
| 6 | (i) Share capital paid up | | | | | | |
| | (ii) Balance of share capital called up but not paid | | | | | | |
| | (iii) Uncalled share capital | | | | | | |
| 7 | Value of furniture in hand | | | | | | |
| 8 | Other items - | | | | | | |
| | (i) Dividend due from the Central Bank | | | | | | |
| | (ii) Advances pending recovery.. | | | | | | |
| | (iii) | | | | | | |
| | (iv) | | | | | | |
| | (v) | | | | | | |
| | (vi) | | | | | | |
| | Total | | | | | | |

NOTE.—Although there are sub-heads in column (2), all entries relating to money should be made in columns (3) and (4).

| Serial number | Items. | As on the date of cancellation of the society. | | | As on 30th Edavom. | | |
|---|---|---|---|---|---|---|---|
| (1) | (2) | (3) | | | (4) | | |
| | | Rs. | ch. | c. | Rs. | ch. | c. |
| | LIABILITIES. | | | | | | |
| 1 | Deposits and loans from individuals | | | | | | |
| 2 | Loans from the Central Bank | | | | | | |
| 3 | Loans from other societies | | | | | | |
| 4 | Loans from Government | | | | | | |
| 5 | Interest accrued on borrowings | | | | | | |
| 6 | Dividend due to members | | | | | | |
| 7 | Establishment charges pending payment | | | | | | |
| 8 | Contingent charges pending payment | | | | | | |
| 9 | Advances pending payment | | | | | | |
| 10 | Court costs pending payment | | | | | | |
| 11 | Supervision Fund pending payment | | | | | | |
| 12 | | | | | | | |
| 13 | | | | | | | |
| 14 | | | | | | | |
| 15 | | | | | | | |
| | Total...... | | | | | | |

(1) Who is the liquidator of the society?

(2) What is the agency employed by him to collect the moneys due to the cancelled society?

(3) Is the agent or the man employed by the latter paid any salary or wages from the funds of the cancelled society? * If so, at what rate? What is the total amount of establishment and contingent charges incurred by the liquidator since the date of cancellation of the registration of the society and how does it compare with the assets collected?

(4) Has the liquidator issued contribution orders in regard to all debts due to the cancelled society? Quote the cases in which contribution orders have not been issued. Are the latter covered by decrees of civil courts or awards or decisions under section 51 of the Act?

(5) Have any costs of liquidation been included in the contribution orders? If so, on what basis?

(6) Will the assets recoverable (debts due) be sufficient to pay off all the liabilities? Will there be any necessity to enforce unlimited liability? If so, to what extent? Will the creditors have to lose any money? If so, to what extent?

(7) Give a brief description of the steps taken by the liquidator or his agent to collect the moneys due to the cancelled society?

(8) Does the work of the liquidator suffer for want of funds readily available to take action? Has not the financing bank or other creditors come forward to give the necessary advance?

(9) Has the liquidator opened any banking account in any of the societies to keep his funds? If so, where? What is the arrangement made in regard to the transmission of moneys collected by his agents to the bank?

(10) Who issues receipts for the moneys collected? Who keeps the accounts of moneys collected and disbursed? Are there proper accounts to show all the transactions of the cancelled society? Is any establishment maintained to keep accounts? If so, what establishment and what is the monthly expenditure on this account?

(11) Are entries made in the accounts then and there? Are all entries in the day book supported by proper receipts or vouchers? Quote the cases where these are wanting

(12) (a) Has the liquidator levied any contribution (other than that to recover debts due) on members to meet the deficit due to creditors? If so, what is the amount and on what basis has the contribution been levied? Give the names of members who were called upon to pay in this way with the amount levied on each.

(12) (b) Has such levy resulted in surplus?

(12) (c) If so, has the surplus been distributed to these contributories rateably?

(13) If the share capital of the members could not be repaid in full after meeting all liabilities of the creditors, what is the rateable distribution made?

(14) Was there any balance left out of the assets collected after meeting all the liabilities of the society? What was done with the surplus so left? Has it disposed of in accordance with rules framed under the Act? Was any Trust created to look after the proper utilization of the surplus disposed of? State exactly the method of disposal of the surplus adopted by the ex-members of the cancelled society?

(15) If the affairs of the cancelled society have been completely wound up, has the liquidator sent in a final report to the Registrar? If so, when?

Signature and Designation of the Auditor
with date.

## F. FORMS FOR THE PREPARATION OF DEPARTMENTAL STATISTICS.

I. Number and constitution.
II. A. Receipts of societies.
B. Disbursements of societies.
III. Balance sheet.
IV. Profit and Loss.
V. Loans disbursed by societies classified according to value, security and period.
VI. Loans granted by societies classified according to purposes.

VII. Minor statements.

- (1) Statement of societies.
- (2) Communal societies.
- (3) Statement of work done by the staff.
- (4) Castewar statement.
- (5) Demand, collection and balance.
- (6) Audit classification.
- (7) Operation of communal and other types.
  - (a) Araya Societies.
  - (b) Vala Societies.
  - (c) Societies for Coast Fishermen
  - (d) Societies for Cheramar.
  - (e) Societies for Sambavars.
  - (f) Societies for Artisans.
  - (g) Societies for Government Servants and Benefit Funds.
  - (h) Societies for Teachers
  - (i) Societies for Municipal Employees.
  - (j) Societies for Factory Employees.
  - (k) Grain Banks.
  - (l) Societies for women.
  - (m) Women's Societies.
- (8) Distributive Societies, School and College Store.
- (9) Credit Societies doing distributive work.
- (10) Conduct of chitties by societies.
- (11) Kettuthengu deposits.
- (12) Working of Taluk and Urban Banks.
- (13) Reserve Fund Statement.
- (14) Operations of Co-operative Unions.
- (15) Receipts of Unions.
- (16) Disbursements of Unions.

**VIII.** Forms of statements for Imperial Statistics.

- (17) Operation of Central Banks.
- (18) Do. Agricultural Societies.
- (19) Do. Non-agricultural Societies.
- (20) Receipts and Disbursement of Central Bank.
- (21) Balance Sheet—Central Bank
- (22) Profit and Loss—Do.
- (23) Capital, Reserve, Deposits Loan and cash of the Co-operative Banks.
- (24) Operations of Insurance Societies.
- (25) Operations of Unions.

**IX.** Forms of statements for the Imperial Council of Agricultural Research.

- (26) Operations of Non-credit Agricultural Co-operative Societies.
  - (a) Purchase, Sale and Production.
- (27) Operations of Non-credit Agricultural Societies.
  - (b) Cattle Insurance.

## STATEMENT I

Number and constitution of Agricultural Societies Limited on the
Non Agricultural Unlimited
last day of Edavom......

Name of circle.........
No. of societies working on the last day of the year........
No. audited......

| Taluk. | Serial No. | c. of societies. | Credit | Class of societies. | | | Other forms. | Working capital. | Number of members. | Remarks. |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Purchase, Purchase and sale | Production. | Production and sale | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | | | | | | | | | | |

Note. 1. Supervising Unions should be excluded.

2. Taluk Banks should be included under non- agricultural limited type.

The total working capital of each society should exactly tally with the serial items in the Balance sheet contributing to it.

## STATEMENT II (A)

Receipts of Agricultural/Non-Agricultural Societies Ltd.—un Ltd for the year ending the last day of Edavom 111

| Taluk. | Number of Societies. | | Loans and deposits from | | | | |
|---|---|---|---|---|---|---|---|
| | | Share payments. | Members. (individuals.) | Non membrs. (individuals) | Primary societies. | Financing Banks. | Government and other sources. |
| | | B. Rs. ch. c. | B. Rs. ch. c. | B. Rs ch. c. | B. Rs. ch c. | B. Rs. ch c. | B. Rs ch. c. |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | |
| | | | | | | | |

| RECEIPTS | | | | | | | Opening balance | GRAND TOTAL (Including opening balance) |
|---|---|---|---|---|---|---|---|---|
| Loans and deposits repaid by | | Interest received | Sale proceeds | Investments withdrawn | Other income | Total income of the year | | |
| Individuals | Societies | | | | | | | |
| B. Rs. ch. c. | B. Rs. ch. c. | B. Rs ch. c. | B. Rs. ch. c. | B. Rs. ch. c. | B. Rs. ch. c. | B. Rs. ch. c. | B. Rs. ch. c. | B. Rs. ch. c. |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| | | | | | | | | |

## STATEMENT II B.

Disbursements of Agricultrual/ Non-agricultural Societies Limited /Unlimited for the year ending with

Edavom

| Taluk. | DISBURSEMENTS | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | Loans and deposits repaid to | | | | | Loans to | | |
| | Share capital withdrawn<br>Bh.<br>Rs. chs. c. | Members. (individuals)<br>Bh.<br>Rs. chs. c. | Non-members (individuals)<br>Bh.<br>Rs. chs. o. | Primary Societies<br>Bh.<br>Rs. chs. c. | Financing Banks<br>Bh.<br>Rs. chs. c. | Government and other sources<br>Bh.<br>Rs. chs. c. | Individuals<br>Bh.<br>Rs. chs. c. | Societies<br>Bh.<br>Rs ch. c, | Interestst paid on loans and deposits<br>Bh.<br>Rs.chs. c. |
| | 1 | 2 | 3 | | 5 | 6 | 7 | 8 | 9 |
| | | | | | | | | | |

## STATEMENT II B.

Disbursements of Agricultural/Non-agricultural Societies Limited /Unlimited for the year ending with Edavom

| Dividend and Bonus paid | Stock bought (purchase of member's products) | Establishment and contingencies | Other items | Carried to reserve | Investments made | Total expenditure | Closing balance | Grand total including closing balance | Remarks |
|---|---|---|---|---|---|---|---|---|---|
| B.Rs.ch.c. | B. Rs. ch. c. | B. Rs. ch. c. | B. Rs. ch. c. | B.Rs. ch.c. | B. Rs. ch. c. | B. Rs. ch. c. | B. Rs. ch. c | B.Rs. ch c. | |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | |
| | | | | | | | | | |

## STATEMENT III

Balance Sheet of Agricultural/Nonagricultural Societies Limited/Unlimited on the last day of Edavom 111

| Taluk. | Number of Societies | ASSETS | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | Cash in hand and Bank | Value of investments. | Loans and advances due by Members (individuals) | Loans due by Societies | Interest due | Value of stock in hand (only trading accounts) | Other items | Total |
| | | B. Rs. ch. c. | B. Rs. ch. c. | B. Rs. ch. c. | B. Rs. ch. c. | B. Rs. ch. c. | B. Rs. ch. c. | B. Rs. ch. c. | B. Rs. ch. c. |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | | | | | | | | | |

## STATEMENT III

Balance Sheet of Agricultural/Non-agricultural Societies Limited/un-limited on the Last day of Edavom 111

### LIABIDITIES

| Taluk | Number of Societies | Loans and deposits from members<br>B. Rs. chs. c | Loans and deposits from non-members<br>B Rs. chs. c. | Loans and deposits from Primary Societies<br>B. Rs. chs. c. | Loans and deposits from financing Banks<br>B. Rs. chs. c. | Loans and deposits from Government and other sources<br>B. Rs. chs. c. | Share Capital<br>B. Rs. chs. c. | Reserve Fund<br>B. Rs. chs. c. | Other Funds of the Society<br>B. Rs. chs. c |
|---|---|---|---|---|---|---|---|---|---|
| | | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| | | | | | | | | | |

| Interest and Dividend due<br>B. Rs. chs. c. | Cost of Management due<br>B. Rs. chs. c. | Other items<br>B. Rs. ch. c. | Total | Profit + | Loss — |
|---|---|---|---|---|---|
| 19 | 2 | 21 | 22 | 23 | 24 |
| | | | | | |

## STATEMENT IV.

### Profit and Loss of Agricultural/Non-agricultural Societies Limited./Unlimited. for the year ending the last day of Edavom 111

| Taluk. | Number of Societies. | Profit. | | | | |
|---|---|---|---|---|---|---|
| | | Interest earned.<br>B. Rs. chs. c. | By sale of goods to members.<br>B. Rs. chs. c. | By purchase and sale of member's products.<br>B. Rs. chs. c. | Other items.<br>B. Rs. chs. c. | Total.<br>B. Rs. chs. c. |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |

| Loss. | | | | | | Net profit (+) or Loss (—)<br>B. Rs. chs. c. | Remarks. |
|---|---|---|---|---|---|---|---|
| Interest paid and due.<br>B. Rs. chs. c. | Cost of management paid and due.<br>B. Rs. chs. c. | Debts written off.<br>B. Rs. chs. c. | Depreciation in stock.<br>B. Rs. chs. c. | Other Items.<br>B. Rs. chs. c. | Total.<br>B. Rs. chs. c. | | |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| | | | | | | | |

## STATEMENT V.

Loans disbursed by Agricultural/Non-Agricultural Societies Limited/Un-limited to members classified according to value, security and period for year ending the last day of Edavom 111 .

| Taluk. | Number of Societies. | Loans not exceeding Rs. 50. | | Loans exceeding Rs. 50, but not exceeding Rs. 100. | | Loans exceeding Rs. 100. but not exceeding Rs. 250. | | Loans exceeding Rs. 250. | | Loans granted on the security of deposits. | | Loans granted on the mortgage of immovable property. | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | No. | Amount. B. Rs. ch. c. | No. | Amount. B. Rs. ch. c. | No. | Amount. B. Rs. ch. c. | No. | Amount. B. Rs. ch. c. | No. | Amount. B. Rs. ch. c. | No. | Amount. B. Rs. ch. c. |
| 1 | 2 | 3 | | 4 | | 5 | | 6 | | 7 | | 8 | |
| | | | | | | | | | | | | | |

| Loans granted on the joint and several responsibilities of the borrower and one or more members of Societies. | | Loans granted on the pledge of gold jewel and bullion. | | Loans granted on the security of standing crops and produce. | | Loans not exceeding eighteen months. (short term.) | | Loans exceeding eighteen months (Intermediate term.) | | Total. | | Remarks |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| No. | Amount. B. Rs. ch. c. | No. | Amount. B. Rs. ch. c. | No. | Amount. B. Rs. ch. c. | No. | Amount. B. Rs. ch. c. | No. | Amount. B. Rs. ch. c. | No. | Amount. B. Rs. ch. c. | |
| 9 | | 10 | | 11 | | 12 | | 13 | | 14 | | 15 |
| | | | | | | | | | | | | |

## STATEMENT VI.

Loans granted by Agricultural/Non-agricultural Societies classified according to purposes for the Co-operative year ending the last day of Edavam 111

| Taluk. | Number of societies. | Agricultural purposes. | Purchase of cattle. | Payment of Sirkar kists or michavaram. | Permanent improvements to lands. | Purchase of raw materials. | Trade. | Education. |
|---|---|---|---|---|---|---|---|---|
|  |  | B. Rs. ch c. | B. Rs. ch c. | B. Rs. ch c. | B. Rs. ch c. | B. Rs. ch c. | B. Rs. ch c. | B. Rs. ch c. |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|  |  |  |  |  |  |  |  |  |

| Buildings and repairing houses, cattle sheds etc. | Constructing country carts, boats etc. | Purchase of land. | Purchase of food stuffs. | Payment of petty debts. | Loans for ceremonial expenses. | Other purposes. | Total. | Remarks. |
|---|---|---|---|---|---|---|---|---|
| B. Rs. ch c. | B. Rs. ch c. | B. Rs. ch c. | B. Rs. ch c. | B. Rs. ch c. | B. Rs. ch c. | B. Rs. ch c. | B. Rs. ch c. |  |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
|  |  |  |  |  |  |  |  |  |

## MINOR STATEMENTS VII.

### No. 1.

### Statement of societies.

Name of circle......

| | No. working. | No. unstarted. | Total. |
|---|---|---|---|
| 1. No. of societies on the rolls at the beginning of the year. | | | |
| 2. No. of societies registered during the year. | | | |
| 3. No. of societies cancelled during the year. | | | |
| 4. No. on the rolls at the end of the year. | | | |
| Total. | | | |
| 5. List of societies unstarted (with classification). | (a) ............... | | |
| | (b) ............... | | |
| | (c) ............... | | |
| | (d) ............... | | |
| 6. List of societies registered (with classification). | (a) ............... | | |
| | (b) ............... | | |
| | (c) ............... | | |
| | (d) ............... | | |
| 7. List of societies cancelled (with classification.) | (a) ............... | | |
| | (b) ............... | | |
| | (c) ............... | | |
| | (d) ............... | | |

## No. 2.

## Communal Societies.

Name of circle......

| | | Communities. | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Serial No. | No. of Societies. | Nairs. | Brahmins. | Christians. | Ezhavas. | Vellalas. | Fisherfolk. | Arayas and Valas. | Artisans including Viswakarmas. | Cheramars. | Sambavars. | Muslims. | Weavers. | Other communities. | Classification. |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | |
| | | | | | | | | | | | | | | | |

NOTE i. Cosmopolitan Societies should not be included under column 15.

ii. Only Societies exclusively registered for particular communities need be taken into consideration.

## STATEMENT No. 3.

Statement of work done by the staff

Name of circle.

| Name of Inspector. | Camp days. | No. of Inspections by | | No. of Societies inspected by | | No. of Societies audited by | |
|---|---|---|---|---|---|---|---|
| | | Inspector | Supervisor. | Inspector. | Supervisor. | Inspector. | Supervisor. |
| | | | | | | | |

NOTE.—Audit refers to the audit for the year under report.

## STATEMENT No. 4.

### Castewar Statement.

Name of circle………………………………

| | | Names of communities. | | | | | | | | | | | | | | Profession. | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Serial No. | No. of Society. | Nairs. | Christians. | Brahmins. | Ezhavas. | Arayas or Velas. | Christian Fisher folk. | Muslims. | Vellalas. | Weavers. | Hindu Cheramars. | Christian Cheramars. | Sambavars. | Other castes. | Total. | Agriculturists. | Non-agriculturists | Partly both. | Artisans. | Women. |
| | | | | | | | | | | | | | | | | | | | | |

## STATEMENT No. 5.

### Demand, Collection and Balance.

Name of circle………………………………

$\frac{\text{Agricultural}}{\text{Non-agricultural}}$ Societies $\frac{\text{Limited.}}{\text{Unlimited.}}$

| | | PRINCIPAL. | | | | INTEREST. | | | |
|---|---|---|---|---|---|---|---|---|---|
| Serial No. | No. of Society. | Demand. | Collection. | Balance. | Percentage of balance to demand. | Demand. | Collection. | Balance. | Percentage of balance to demand. |
| | | | | | | | | | |

## STATEMENT No. 6.

### Audit classification.

Name of circle......

| Serial No. | Society No. | Efficiency Test. | | | | | Total. | Collection Test. | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | A | B | C | D | Not classified | | i | ii | iii | iv | v | vi | Not classified |
| | | | | | | | | | | | | | | |

## STATEMENT No. 7.

### Operation of communal and other types of societies.

Name of circle...........

| Serial No. | Society No. | Number of members | Paid up share capital | | | Working capital. | | | Reserve fund. | | | Net profit. | | | Loss. | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Rs. | ch. | c. | Rs. | ch. | c. | Rs. | ch. | c. | Rs | ch. | c. | Rs. | ch. | c. |
| | | | | | | | | | | | | | | | | | |

NOTE. The form No:—should be utlising for furnishing figures. re:

(a) Araya societies.
(b) Vala societies.
(c) Societies for coast fishermen.
(d) Societies for Cheramars.
(e) Societies for Sambavars.
(f) Artisan societies.
(g) Societies for Government Servants and Benefit funds.
(h) Teachers' societies.
(i) Societies for Municipal Employees.
(j) Societies for factory Employees.
(k) Grain Banks.
(l) Women's Co-operative Societies.
(m) Weavers' societies-

## STATEMENT No. 8.

### Distributive Societies and School and college Stores.

Name of circle……………

| Serial No | No. and name of society. | No. of members | Paid up share capital | Working capital | Reserve fund | Total of purchases | Total sales | Profit. | Loss. |
|---|---|---|---|---|---|---|---|---|---|
| | | | Rs. ch. c. | Rs. ch. c. | Rs. ch. c. | Rs. ch. c. | Rs. ch. c. | | |
| | | | | | | | | | |

## STATEMENT No. 9.

Credit Societies doing distributive work.

Name of circle………

| Serial No. | No. and name of society. | Purchases. | Sales. | Gross profit. |
|---|---|---|---|---|
| | | Rs. ch. c. | Rs. ch. c. | |
| | | | | |

## STATEMENT No. 10.

Particulars of chitty transaction.

Name of circle………

| Serial No. | No. and name of society. | Receipts | Disbursement. | Remarks. |
|---|---|---|---|---|
| | | Rs. ch. c. | Rs. ch. c. | |
| | | | | |

## STATEMENT No. 11.

Kettuthengu Deposits.

Name of circle,……….

| Serial No. | No. of societies. | No. of members. | No. of nuts collected. | Sales. | Loans secured. | | Remark. |
|---|---|---|---|---|---|---|---|
| | | | | Amount. Rs. ch. c. | No. | Amount Rs. ch. c. | |
| | | | | | | | |

NOTE:– Give the quantity and amount in the remarks columns, when sold as finished products.

## STATEMENT No. 12.

### Working of Taluk Banks/Urban Banks.

| Serial No. | No. and name of Banks. | Members. | | Working capital. | Loans disbursed to | | | | Reserve Fund (Balance sheet figure.) | Paid up Share capital. | Net profit. | Loss. | Remarks. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Societies. | | Individuals. | | | | | | |
| | | Societies. | Individuals. | | No. | Amount. | No. | Amount. | | | | | |
| | | | | | | | | | | | | | |

## STATEMENT No. 13.

### Reserve Fund Statement.

Name of circle............

| Serial No. | No. of Societies. | Amount of Reserve Fund at the beginning of the year. | Added from the profits of previous year. | Lapsed share capital undistributed profits etc. | Total amount at the end of the year. | Of which invested in. | | Balance. | Amount proposed from the profits of the current year. |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Central Bank. | Taluk Bank. | | |
| | | Rs. ch. c | Rs. ch. c. | Rs. ch. c. | Rs. ch. c. | Rs. ch. c. | Rs. ch. c. | Rs. ch. c. | Rs. ch. c. |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | | | | | | | | | |

## STATEMENT No. 14.

Statement of Operation Unions during the year ending with Edavom.........

Name of circle...............

| Serial No. | Name and number of Unions. | No. of Societies affiliated. | Total of individual members in affiliated Societies. | Total working capital of affiliated Societies. | Expenditure in the year | Percentage of expenses to working capital. | No. of supervising staff. |
|---|---|---|---|---|---|---|---|
| | | | | Rs. ch. c | Rs. ch. c. | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |

## STATEMENT No. 15.

Statement showing Receipts of Unions during the year ending with Edavom........

Name of circle...............

| Serial No. | Name and number of Unions. | Affiliation fees. | Delegation fees. | Supervision fund. | Government grant. | Total of columns 4 and 5. | Total receipts. |
|---|---|---|---|---|---|---|---|
| | | Rs. ch. c. | Rs. ch. c. | Rs. ch. c. | Rs. ch. c. | Rs. ch. c. | Rs. ch. c. |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |

## STATEMENT No. 16.

Statement showing disbursements of the Unions during the year ending with Edavom...........

| Serial No. | Name and Number of Unions. | Supervisor's pay.<br>Rs. ch. c. | Contingencies.<br>Rs. ch. c. | T. A. of governing Body members.<br>Rs. ch. c. | Total.<br>Rs. ch. c. | Total disbursements.<br>Rs. ch. c. |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|  |  |  |  |  |  |  |

## STATEMENT A.

Operations of central Banks.................................A. D.

| Classification. | No. of Members | | No. of affiliated Societies holding shares in the central Bank | | | | Loans made during the year to | | Receipts from loans and deposits repaid during the year by | | Loans due by | | Loans and deposits received during the year from | | | Sale of goods to members. | Purchase of members' produces. | Cost of management. | Share capital paid up. | Loans and deposits held at the end of the year from | | | | Reserve fund. | Other funds. | Working capital. | Profit or loss of the year (+) or (−) | Usual dividend paid on shares. | Most usual rate of interest. | | Uncalled and subscribed share capital. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Individuals. | Societies. | Central credit. | Agricultural credit. | Non-agricultural credit. | Others. | Individuals. | Banks and Societies. | Individuals. | Banks and Societies. | Individuals. | Banks and Societies. | Central Bank. | Primary Societies. | Individuals and other sources. | | | | | Societies. | Provincial or central Banks. | Government. | Individuals and other sources. | | | | | | On borrowings. | On lendings. | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 |
| Current year. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Previous year. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

## STATEMENT—B.

### Operations of Agricultural Societies……………

| Classification. | No. of societies. | No. of individual members. | Loans made during the year to. | | Receipts from loans and deposits during the year from | | Loans due by. | | | Loans and deposits received during the year from. | | | Sale of goods to members. | Purchase of members' products. | Cost of management. | Share capital paid up. | Loans and deposits held at the end of the year from. | | | | | Reserve funds. | Other funds. | Working capital. | Profit or loss for the year. | Usual dividend on shares. | Most usual rate of interest | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Individuals. | Banks and Societies. | Individuals. | Societies. | Individuals. | Of which over due. | Societies. | Individuals. | Central Banks. | Primary Societies. | | | | | Members. | Non-members. | Societies. | Provincial or Central Banks. | Government. | | | | | | On borrowings. | On lendings. |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| Class I credit | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A Limited | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Unlimited. | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total of class I. | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total of previous year. | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

NOTE.—(1) [illegible] classification (vide para. No. 1) below: Class I Credit [illegible] similar headings for Class II [illegible] Purch[illegible] and Sale, Class III Production, Class IV Production and sale Class V Insurance and Class VI Other forms.

(2) Grand total of all classes of societies should also be shown down below all the items.

## STATEMENT C.

Operation of non-agricultural Societies,... ... ... ... ...

| Classification | No. of societies. | No. of individual members. | Loans made during the year to | | Receipts from loans and deposits during the year from | | Loans due by | | | Loans and deposits received during the year from | | | Sale of goods to members. | Purchase of members products. | Cost of management. | Share capital paid up | Loans and deposits held at the end of the year from | | | | | Reserve funds. | Other funds. | Working capital | Profit or loss for the year | Usual dividend on shares. | Most usual rate of interest. | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Individuals. | Banks and Societies. | Individuals. | Soc'eties. | Individuals. | Of which over due. | Societies. | Individuals. | Central Banks. | Primary Societies. | | | | | Members. | Non-members | Societies. | Provincial or central Banks. | Government. | | | | | | On borrowing. | On lending. |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| Class I credit | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A Limited | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B Unlimited | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total of Class I | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Do. previous year | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Note —(1) Under classification (column No. 1) below " CLASS I CREDIT " open similar headings for Class II Purchase Purchase and sale, Class III Production, Class IV Production and sale Class V Insurance and Class VI Other forms.

(2) Grand total of all classes of societies should also be shown down below all the items.

## STATEMENT E.

### CENTRAL BANK, RECEIPTS AND DISBURSEMENTS.

Receipts.

| | | Receipts by loans and deposits from | | | | Loans and deposits received from | | | Income received. | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Classification. | Share receipts. | Members and non-members in individual capacity. | Provincial and Central Banks. | Societies. | Government. | Individual members. | Provincial and Central Banks. | Societies. | Interest received. | Sale of goods to members. | Other items. | Total in columns 10 to 12. | Opening balance. | Grand total. |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| | | | | | | | | | | | | | | |

Disbursements.

| | Loans and deposits repaid to | | | | Loans and deposits to | | | Expenses. | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Share capital withdrawn. | Members and non-members in individual capacity. | Provincial and Central Bank. | Societies. | Government. | Individual Members. | Provincial and Central Bank. | Societies. | Interest paid on loans and deposits. | Dividend and bonus paid. | Stock brought. | Establishment and contingencies. | Other items. | Total expenditure columns 24 to 28. | Closing balance. | Grand total. |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| | | | | | | | | | | | | | | | |

## STATEMENT H.

Central Bank, Balance Sheet.......................... A. D.

| Classification. | Assets. | | | | | | | | Liabilities. | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Cash in hand and bank. | Market value of investments. | Loans due by members (Individuals) | Loans due by banks and societies. | Interest accrued to the bank. | Present value of stock in hand. | Other items. | Total. | Loans and deposits from members and non-members in individual capacity. | Loans and Deposits from Central Banks. | Loans and deposits from societies. | Loans from Government | Share capital paid up. | Interest due by the Bank. | Cost of management due. | Other items. | Reserve fund. | Other funds. | Other undistributed profits. | Total | Profit ( ) or Loss ( ). |
| | | | | | | | | | | | | | | | | | | | | | |

## STATEMENT I.

Central Bank, Profit and Loss Statements....................A. D..

| Classification. | Profit |  |  |  |  |  | Loss. |  |  |  |  |  |  |  |  | Remarks. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
|  | Profit brought forward from last year. | Interest accrued. | By sale of goods to members | By purchase and sale of members' profits. | Other items. | Total. | Interest paid and due. | Cost of management paid and due. | Provision for bad and doubtful loans. | Depreciation of stock and building. | Other items. | Total. | Profit + Loss | Amount of column 7 actually received. | Amount of column 13 actually disbursed. |  |
| 1. | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

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F

## TABLE No. XI.

Capital, Reserve, Deposits, Loan and cash of the Co-operative Banks during the year............

B

| Serial Number. | Name of Bank. | Year. | Capital and Reserve. | | | | Deposits and Loans from | | | | | Loans due by | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Paid up share capital. | Reserve fund statutory. | Other funds. | Total. | Non-members and members in an individual capacity. | Provincial and Central Banks. | Societies. | Government. | Total received. | Individual members. | Banks and Societies. | Total outstanding. | Cash balance. |
| | | | | | | | | | | | | | | | |

## GENERAL STATEMENT E.

Operations of Insurance Societies during 1941 A. D.

| Classification. | Number of | | Amount of risk insured. | Premia collected. | Supplementary contribution collected. | Number of animals. | | Number of persons | | Claims paid. | Cost of management. | Fund in hand at the end of the year. | Amount of risk reinsured. | Amount of premia paid for re-insurance. | Remarks. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Societies. | Members. | | | | Insured. | Lost | Insured. | Dead. | | | | | | |
| A Cattle Insurance | | | | | | | | | | | | | | | |
| Agricultural | | | | | | | | | | | | | | | |
| Total | | | | | | | | | | | | | | | |
| Total of previous year. | | | | | | | | | | | | | | | |
| B. Other Insurance. | | | | | | | | | | | | | | | |
| Non-agricultural. | | | | | | | | | | | | | | | |
| Total. | | | | | | | | | | | | | | | |
| Total of previous year. | | | | | | | | | | | | | | | |

STATEMENT D.

Operations of Unions during..................A. D.

| Classification. | No. of Unions. | No. of societies affiliated to unions in column 2. | Total number of members in affiliated societies. | Total working | Expenditure in the year | Percentage of column 6 to column 5. | Number of supervising staff | Remarks |
|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| Current year | | | | | | | | |
| Previous year | | | | | | | | |

G

## APPENDIX IX. A.

### Operations of Non-credit Agricultural Co-operative Societies in India during 1938—39.

### A. *Purchase, Sale and Production.*

| Province or State. | Class of societies. | Number of societies. | Number of members. | Sale of goods to members. | Purchase of members' products. | Working capital. | Profit and loss for the year. |
|---|---|---|---|---|---|---|---|
| | | | | | | | |

## APPENDIX IX (B)

### Operations of Non-credit Agricultural Co-operative Societies in India during 1938—39.

### (B) *Cattle Insurance.*

| Province or State. | Number of societies. | Amount of risk insured. | Premia collected during the year. | Supplementary contribution collected. | Number of animals. | | Claims paid. | Cost of management. | Funds in hand at the end of the year. | Amount of risk re-insured. | Amount of premia paid to re-insurance. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Insured. | Lost. | | | | | |
| | | | | | | | | | | | |

NOTE:—To be submitted to the Imperial Council of Agricultural Research.

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